

Dayna C. Cooper (*pro hac vice pending*)

Dayna@CooperLegalSolutions.com

COOPER LEGAL, LLC

1 Olympic Pl., Suite 900

Towson, MD 21204

Telephone: (202) 642 5470

Facsimile: (757) 257 9878

Attorneys for Plaintiff Julius Johnson

(Additional attorneys listed on signature page)

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JULIUS JOHNSON, an individual,

Plaintiff,

vs.

ONIKA TANYA MARAJ P/K/A NICKI

MINAJ, *et al.*

Defendants.

) Case No. 2:23-cv-5061-PA-AFM
)
) THIRD AMENDED COMPLAINT
) FOR COPYRIGHT
) INFRINGEMENT; VICARIOUS
) COPYRIGHT INFRINGEMENT;
) CONTRIBUTORY COPYRIGHT
) INFRINGEMENT; DMCA
) VIOLATIONS,
) 17 U.S.C. § 1202 *et seq.*; DMCA -
) VICARIOUS LIABILITY; &
) DMCA – CONTRIBUTORY
) LIABILITY
)
) DEMAND FOR JURY TRIAL
)
) Date Action Filed: June 26, 2023

1 5. Defendant, Onika Tanya Maraj p/k/a Nicki Minaj (“Minaj”), is an artist,
2 singer, entertainer, performer, recording artist, hip-hop performer, and/or a rapper who
3 resides in the State of California, and at all material times herein, is and was doing
4 business in the State of California within this judicial district. On information and belief,
5 Minaj participated in, facilitated, and/or encouraged the wrongful conduct alleged herein
6 within this judicial district and/or regularly conducts business within this judicial
7 district.

8 6. On information and belief, Defendant, Harajuku Barbie Music, LLC
9 (“Harajuku”), is a Delaware music publishing company that participated in, facilitated,
10 and/or encouraged the wrongful conduct alleged herein within this judicial district
11 and/or regularly conducts business within this judicial district.

12 7. Defendant, Universal Music Group (“UMG”), is a U.S. record label and
13 music industry conglomerate and Delaware corporation that is admitted and authorized
14 to conduct business throughout the United States, and more specifically, is authorized to
15 and does regularly conducts business within the State of California and has/maintains
16 offices in the County of Los Angeles, State of California. On information and belief,
17 UMG participated in, facilitated, and/or encouraged the wrongful conduct alleged herein
18 within this judicial district.

19 8. On information and belief, Defendant, Songs of Universal, Inc. (“SOU”) is
20 a record label, music publisher, and/or production company and California corporation
21 that conducts business throughout the United States, and more specifically, is authorized

1 to and does regularly conduct business within the State of California and has/maintains
2 offices in the County of Los Angeles, State of California. On information and belief,
3 SOU participated in, facilitated, and/or encouraged the wrongful conduct alleged herein
4 within this judicial district.

5 9. On information and belief, Defendant, W Chappell Music Corp. d/b/a WC
6 Music Corp. f/k/a WB Music Corp, (“WB Music”) is a Delaware record label, music
7 publisher, and/or production company that participated in, facilitated, and/or encouraged
8 the wrongful conduct alleged herein within this judicial district and/or regularly
9 conducts business within this judicial district.

10 10. On information and belief, Defendant, Michael Len Williams II p/k/a Mike
11 Will Made It (“Williams”), is a music producer, and on information and belief,
12 participated in, facilitated, and/or encouraged the wrongful conduct alleged herein
13 within this judicial district and/or regularly conducts business within this judicial
14 district.

15 11. On information and belief, Defendant, Sounds from Eardrums LLC,
16 (“Eardrums”) is a Georgia record label, music publisher, and/or production company
17 that participated in, facilitated, and/or encouraged the wrongful conduct alleged herein
18 within this judicial district and/or regularly conducts business within this judicial
19 district.

20 12. On information and belief, Defendant, Kazarion Fowler p/k/a Skooly
21 (“Skooly”) is a music producer that participated in, facilitated, and/or encouraged the

1 wrongful conduct alleged herein within this judicial district and/or regularly conducts
2 business within this judicial district.

3 13. On information and belief, Defendant, Money Mack Music, Inc. (“Money
4 Mack”), is a Louisiana record label, music publisher, and/or production company that
5 participated in, facilitated, and/or encouraged the wrongful conduct alleged herein
6 within this judicial district and/or regularly conducts business within this judicial
7 district.

8 14. On information and belief, Defendant, Esther Renay Dean p/k/a Ester Dean
9 (“Dean”) is a singer, songwriter, and/or music producer that participated in, facilitated,
10 and/or encouraged the wrongful conduct alleged herein within this judicial district
11 and/or regularly conducts business within this judicial district.

12 15. On information and belief, Defendant, Dat Damn Dean (“DDD”), is an
13 unincorporated record label, music publisher, and/or production company that is
14 affiliated with Dean, and that participated in, facilitated, and/or encouraged the wrongful
15 conduct alleged herein within this judicial district and/or regularly conducts business
16 within this judicial district.

17 16. On information and belief, Defendant, Marcus Bell (“Bell”) is a singer,
18 songwriter, and/or music producer that participated in, facilitated, and/or encouraged the
19 wrongful conduct alleged herein within this judicial district and/or regularly conducts
20 business within this judicial district.

1 17. On information and belief, Defendants DOES 1-10, are one or more
2 individuals and/or entities who participated in, facilitated, encouraged, and/or had
3 supervisory authority over the wrongful conduct set forth herein within this judicial
4 district.

5 18. Whenever this SAC refers to any act or acts of a Defendant, the reference
6 shall also be deemed to mean that the directors, officers, employees, affiliates,
7 controlling companies or agents of the responsible Defendant authorized such act while
8 actively engaged in the management, direction or control of the affairs of Defendant,
9 and each of them, and/or by persons who are the alter ego of Defendants, or while acting
10 within the scope of their agency, affiliation, control or employment.

11 **FACTS COMMON TO ALL CLAIMS**

12 ***The Copyrighted Sound Recording and Composition***

13 19. In 2010, Johnson battled severe depression. As an outlet to express his
14 emotions and avoid being consumed in self-harm, drug abuse, and thoughts of suicide,
15 Johnson dedicated his time and energy to creating music.

16 20. In 2011, pursuant to his dedication to music, Johnson completed his
17 original and unique musical work titled *OnMySleeve* (inclusive of the individual
18 “Composition” and “Sound Recording,” collectively the “Works”).

19 21. The Sound Recording and Composition of *OnMySleeve* is registered with
20 the United States Copyright Office under Registration No. SR 921-043 (Exhibit B), and
21 supplementary Registration No. SR 984-874 (Exhibit D).

1 22. On September 23, 2011, Johnson, via his personal YouTube channel,
2 JcubedEnt, published the Works. Exhibit A. The Works are still available for viewing at
3 <https://www.youtube.com/watch?v=Q-ATmEOOjs0&t=71s> (last accessed October 23,
4 2023).

5 23. Johnson repeatedly re-published and re-circulated the Works from the years
6 of 2012-2015 via his personal social media platform(s).

7 24. During the years of 2012-2015, Johnson attended the Art Institute of
8 Atlanta (the “Institute”), where he received professional training in audio production.

9 25. On information and belief, including consideration of conversations
10 Johnson had with other classmates and students, associates and/or affiliates of Minaj and
11 Williams attended and/or were physically present at the Institute during that same time
12 period.

13 26. On information and belief, during the relevant times herein, Williams was
14 present the Institute.

15 27. In or about winter 2013, during or after one of Johnson’s studio session in
16 the audio production studio room(s) at the Institute, Johnson’s hard drive which
17 contained *OnMySleeve* (as well as other valuable data, files, and copyrighted works) was
18 taken without his consent.

19 28. On information and belief, during the relevant times herein, Williams had
20 full access to audio production studio room(s) at the Institute.

1 29. On information and belief, at all times relevant herein, associates and/or
2 affiliates of Williams had full access to audio production studio room(s) at the Institute.

3 30. On information and belief, Williams, his associates, and/or his affiliates
4 obtained Johnson's hard drive containing the Works (and other data, files, and
5 copyrighted works).

6 31. On information and belief, Williams accessed the hard drive, discovered
7 *OnMySleeve* and realized that it would be "a smash" for Minaj.¹

8 32. On information and belief, Williams then misappropriated and copied the
9 Works.

10 33. On information and belief, in order to conceal his misappropriation and
11 infringement, Williams knowingly and intentionally removed and/or altered all meta
12 data and copyright management information ("CMI") including but not limited to
13 Johnson's name, digital file name, song title, and other information identifying the work.

14 34. Subsequent thereto, on information and belief, despite knowledge of the
15 falsity, and without Johnson's authorization, Williams relabeled and misattributed the
16 work as his own and further distributed the Johnson's musical works with the false CMI.

17
18
19 ¹ See, e.g., <https://www.xxlmag.com/mike-will-made-it-ransom-chronic/> ("I got a smash
20 with Nicki Minaj on her album as well that's called 'I Lied,' that shit is retarded.")(last
21 accessed January 3, 2023).

1 35. On information and belief, at all times relevant herein, associates and/or
2 affiliates of Minaj had full access to audio production studio room(s) at the Institute.

3 36. On information and belief, associates and/or affiliates of Minaj obtained
4 Johnson's hard drive containing the Works (and other data, files, and copyrighted works).

5 37. On information and belief, one or more of DOES 1-10 obtained Johnson's
6 hard drive containing the Works (and other data, files, and copyrighted works) and gave
7 the hard drive or Works to Williams, Minaj, and/or their affiliates who then accessed
8 and without authorization, copied Johnson's Works.

9 38. On information and belief, at least one of DOES 1-10 had a close
10 relationship with Johnson and Williams, stole the hard drive, and delivered it to Williams.

11 39. Johnson reported the missing hard drive to the administrative staff of the
12 Institute and called on the help of his fellow classmates to assist with the search.

13 40. Despite his efforts, the hard drive was never returned or otherwise
14 recovered by Johnson.

15 ***The Infringing Work, Album, and Mixtape***

16 41. On information and belief, during and prior to December 2014, Defendants
17 in their individual and respective capacities and/or acting in concert with each other,
18 without authorization, intentionally and knowingly removed CMI including but not
19 limited to Johnson's name, digital file name, song title, and other information identifying
20 the work, and Defendants knew, or should have known, that such falsification, alteration
21

1 and/or removal of said copyright management information would induce, enable,
2 facilitate, or conceal their infringement of Johnson's Works.

3 42. Further, Defendants, in violation of the 1978 Copyright Act, infringed
4 upon Johnson's copyright protected Works, by taking, copying, using, and
5 misappropriating the same for the infringing work, *I Lied*, which was included in Minaj's
6 album entitled, *The Pinkprint* as well as Williams's *Ransom* mixtape.

7 43. On information and belief, Minaj specifically and intentionally and
8 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
9 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
10 to residents of California and this District.

11 44. On information and belief, Harajuku specifically and intentionally and
12 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
13 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
14 to residents of California and this District.

15 45. On information and belief, SOU specifically and intentionally and
16 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
17 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
18 to residents of California and this District.

19 46. On information and belief, UMG specifically and intentionally and
20 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
21

1 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
2 to residents of California and this District.

3 47. On information and belief, WB Music specifically and intentionally and
4 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
5 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
6 to residents of California and this District.

7 48. On information and belief, Williams specifically and intentionally and
8 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* and
9 *Ransom* mixtape (both of which include the infringing work, *I Lied*) within, to, and from
10 the State of California and/or to residents of California and this District.

11 49. On information and belief, Eardrums specifically and intentionally and
12 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* and
13 *Ransom* mixtape (both of which include the infringing work, *I Lied*) within, to, and from
14 the State of California and/or to residents of California and this District.

15 50. On information and belief, Skooly specifically and intentionally and
16 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
17 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
18 to residents of California and this District.

19 51. On information and belief, Money Mack specifically and intentionally and
20 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
21

1 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
2 to residents of California and this District.

3 52. On information and belief, Dean specifically and intentionally and
4 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
5 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
6 to residents of California and this District.

7 53. On information and belief, DDD specifically and intentionally and
8 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
9 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
10 to residents of California and this District.

11 54. On information and belief, Bell specifically and intentionally and
12 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* (which
13 includes the infringing work, *I Lied*) within, to, and from the State of California and/or
14 to residents of California and this District.

15 55. On information and belief, DOES 1-10 specifically and intentionally and
16 strategically targeted, marketed, promoted the infringing album, *The Pinkprint* and
17 *Ransom* mixtape (which include the infringing work, *I Lied*) within, to, and from the
18 State of California and/or to residents of California and this District.

19 56. On information and belief, on or about December 15, 2014—three years
20 after Johnson’s publication of the Works and one year after the hard drive was taken—
21 Minaj released or caused to be released, distributed or caused to be distributed, marketed,

1 and/or sold throughout the United States, and more specifically, in the State of California,
2 the infringing album, *The Pinkprint* and *Ransom*² mixtape (which include the infringing
3 work, *I Lied*).

4 57. On information and belief, on or about December 15, 2014—three years
5 after Johnson’s publication of the Works and one year after the hard drive was taken—
6 Harajuku released or caused to be released, distributed or caused to be distributed,
7 marketed, and/or sold throughout the United States, and more specifically, in the State
8 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include
9 the Infringing work, *I Lied*).

10 58. On information and belief, on or about December 15, 2014—three years
11 after Johnson’s publication of the Works and one year after the hard drive was taken—
12 SOU released or caused to be released, distributed or caused to be distributed, marketed,
13 and/or sold throughout the United States, and more specifically, in the State of California,
14 the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing
15 work, *I Lied*).

16 59. On information and belief, on or about December 15, 2014—three years
17 after Johnson’s publication of the Works and one year after the hard drive was taken—
18 UMG released or caused to be released, distributed or caused to be distributed, marketed,
19

20 ² Available at, e.g., [https://www.discogs.com/release/13756491-Mike-Will-Made-It-](https://www.discogs.com/release/13756491-Mike-Will-Made-It-Ransom)
21 [Ransom](https://www.discogs.com/release/13756491-Mike-Will-Made-It-Ransom) (last accessed October 25, 2023).

1 and/or sold throughout the United States, and more specifically, in the State of California,
2 the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing
3 work, *I Lied*).

4 60. On information and belief, on or about December 15, 2014—three years
5 after Johnson’s publication of the Works and one year after the hard drive was taken—
6 WB Music released or caused to be released, distributed or caused to be distributed,
7 marketed, and/or sold throughout the United States, and more specifically, in the State
8 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include
9 the infringing work, *I Lied*).

10 61. On information and belief, on or about December 15, 2014—three years
11 after Johnson’s publication of the Works and one year after the hard drive was taken—
12 Williams released or caused to be released, distributed or caused to be distributed,
13 marketed, and/or sold throughout the United States, and more specifically, in the State
14 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include
15 the infringing work, *I Lied*).

16 62. On information and belief, on or about December 15, 2014—three years
17 after Johnson’s publication of the Works and one year after the hard drive was taken—
18 Eardrums released or caused to be released, distributed or caused to be distributed,
19 marketed, and/or sold throughout the United States, and more specifically, in the State
20 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include
21 the infringing work, *I Lied*).

63. On information and belief, on or about December 15, 2014—three years after Johnson’s publication of the Works and one year after the hard drive was taken—Skooly released or caused to be released, distributed or caused to be distributed, marketed, and/or sold throughout the United States, and more specifically, in the State of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing work, *I Lied*).

64. On information and belief, on or about December 15, 2014—three years after Johnson’s publication of the Works and one year after the hard drive was taken—Money Mack released or caused to be released, distributed or caused to be distributed, marketed, and/or sold throughout the United States, and more specifically, in the State of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing work, *I Lied*).

65. On information and belief, on or about December 15, 2014—three years after Johnson’s publication of the Works and one year after the hard drive was taken—Dean released or caused to be released, distributed or caused to be distributed, marketed, and/or sold throughout the United States, and more specifically, in the State of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing work, *I Lied*).

66. On information and belief, on or about December 15, 2014—three years after Johnson’s publication of the Works and one year after the hard drive was taken—DDD released or caused to be released, distributed or caused to be distributed, marketed,

1 and/or sold throughout the United States, and more specifically, in the State of California,
2 the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing
3 work, *I Lied*).

4 67. On information and belief, on or about December 15, 2014—three years
5 after Johnson’s publication of the Works and one year after the hard drive was taken—
6 Bell released or caused to be released, distributed or caused to be distributed, marketed,
7 and/or sold throughout the United States, and more specifically, in the State of California,
8 the infringing album, *The Pinkprint* and *Ransom* mixtape (which include the infringing
9 work, *I Lied*).

10 68. On information and belief, on or about December 15, 2014—three years
11 after Johnson’s publication of the Works and one year after the hard drive was taken—
12 DOES 1-10 released or caused to be released, distributed or caused to be distributed,
13 marketed, and/or sold throughout the United States, and more specifically, in the State
14 of California, the infringing album, *The Pinkprint* and *Ransom* mixtape (which include
15 the infringing work, *I Lied*).

16 69. On information and belief, *The Pinkprint* debuted at number two on the
17 US Billboard 200, with 244,000 album-equivalent units (with 198,000 coming from
18 pure sales and 46,000 combined track-equivalent units and streams) in its first week.³

21 ³ See https://en.wikipedia.org/wiki/The_Pinkprint (last accessed June 14, 2023).

1 70. On information and belief, *The Pinkprint* was streamed 16.8 million times
2 across all on-demand streaming services in the United States during its first week.⁴

3 71. On information and belief, *The Pinkprint* held the number two position for
4 three weeks before falling to number three on the *Billboard* 200.⁵

5 72. On February 10, 2016, the Record Industry Association of America
6 (“RIAA”) certified the *The Pinkprint* album double platinum.⁶

7 73. As of January 2, 2024, *I Lied* has been streamed 6,700,000 times on Minaj’s
8 YouTube page.⁷

9 74. As of January 2, 2024, *I Lied* has been streamed 7,330,000 times on
10 Williams’s SoundCloud account.⁸

11 75. The infringing work, *I Lied*, is strikingly similar (or at least, substantially
12 similar) to and as outlined herein contains many substantially identical protectable
13

14
15 ⁴ *Id.*

16 ⁵ *Id.*

17 ⁶ See https://www.riaa.com/gold-%20platinum/?tab_active=default-award&ar=nicki+minaj&ti=&lab=&genre=&format=Album&date_option=release&from=&to=&award=&type=&category=&adv=SEARCH&col=label&ord=asc (last
18 accessed June 14, 2023).

19 ⁷ See <https://www.youtube.com/watch?v=CtRVroyAUu0> last accessed January 2,
20 2024).

21 ⁸ See <https://soundcloud.com/mikewillmadeit/i-lied-feat-nicki> (last accessed January 2,
2024).

1 elements from Johnson's original and unique copyright-protected Composition and
2 Sound Recording, both of which are protected under the Copyright Act.

3 76. For example, as exhibited in the clip available at
4 <https://youtu.be/AWCR3bITdiQ>, when played in tandem, Defendants' infringing work,
5 *I Lied*, and Johnson's Works are virtually indistinguishable (aside from the lyrics).

6 77. Based upon Johnson's findings, an experienced forensic musicologist, Dr.
7 Robert Tomaro, a symphonic conductor, trained in the areas of classical, popular, and
8 commercial music, with experience in the techniques of the recording studio and in
9 recorded music, as well as in guitar performance as a professional guitarist, and two-
10 time Grammy nominated producer and arranger⁹ was retained to perform a comparative
11 analysis of *I Lied* and *OnMySleeve*.¹⁰

17 ⁹*Curriculum Vitae*,
18 [https://www.forensicmusicologistroberttomaro.com/_files/ugd/7cf222_5f7feb0a33b44](https://www.forensicmusicologistroberttomaro.com/_files/ugd/7cf222_5f7feb0a33b44b1689e6b6b65937c7a4.pdf)
19 [b1689e6b6b65937c7a4.pdf](https://www.forensicmusicologistroberttomaro.com/_files/ugd/7cf222_5f7feb0a33b44b1689e6b6b65937c7a4.pdf) (last accessed January 3, 2024); Website,
<https://www.forensicmusicologistroberttomaro.com/> (last accessed January 3, 2024).

20 ¹⁰ In addition to his experience as a musician according to his website, Dr. Tomaro has
21 served as an expert on notable Copyright infringement cases, including, but not limited
to, cases involving Walt Disney, Beyoncé, Justin Timberlake, Lil Nas X, Billie Eilish,
and Pitbull.

1 78. After conducting a reductive analysis,¹¹ sound/recording analysis,¹² and
2 timeline analysis,¹³ Dr. Tomaro cited ***fifteen significant similarities*** between Johnson’s
3 Work and the infringing work in the following areas: “melody, harmony, melodic
4 structure, tempo, musical arrangement, and percussion.”

5 79. The significant similarities identified by Dr. Tomaro include, but are not
6 limited to:

7 a. **Similar instrumental motives** – Dr. Tomaro has identified five points of
8 similarity between the subject works’ motive and concludes that the
9 similarities found in opening melody of *I Lied* was **copied from *On My***
10 ***Sleeve and inserted into *I Lied*:***

11 i. Both motives (signature musical phrases) are comprised of three
12 notes;

13 ii. Both motives consist of a phrase that begins on the tonic of the key
14 A minor (the note: A);

15 _____
16 ¹¹ A reductive analysis involves comparing two or more works of music to discern fine
17 and even minute differences and variations found in musical data through the analysis
18 of the acoustical features of the works in question. This set of musical data includes
19 elements of melody, harmony, rhythm, and orchestration.

20 ¹² A recording analysis involves the identification and differentiation between two
21 recorded works in terms of melody, harmony, and/or digital signals, in the exact form in
which they were recorded.

¹³ A timeline analysis involves creating a timeline of significant events that may be
present in both recordings.

1 iii. Both motives begin by rising up a short interval to a neighboring
2 tone;

3 iv. Then, both motives descend to a lower neighboring tone; and

4 v. Two out of the three pitches in both motives are the same.

5 b. **Tempos** – The tempos of both recordings are identical.

6 c. **Chord Progressions Virtually Identical** –

7 i. Both songs feature a slow-moving-chord that uses three chords
8 which repeats over and over throughout the recordings; This
9 repetition creates a somnambulant, dreamy quality in both songs;

10 ii. Two out of the three chords in both progressions are virtually the
11 same; the third chord only differs by one note. Dr. Tomaro notes the
12 chord progression, which, in musical terms, is: the 6th chord to the
13 flat 7th chord to the tonic chord, is *uncommon and unique*;

14 i. The first chord in both progressions shares two out of their three
15 pitches, a fact that produces an almost identical harmonic effect;

16 i. The second chord in both chord progressions is identical. It is a G
17 major triad; Moreover, the voicing of the chords (the configuration
18 in which the notes are placed) is identical. From the lowest tone to
19 the highest, they are: G... B... and D;

20 i. Both G chords are played in the same register, making them sound
21 exactly alike; and

1 ii. The chord progressions end on the same chord, A minor.

2 d. **Complex Drum parts virtually identical** – There are marked similarities
3 in the complex and rhythmically interesting drum set parts to both songs;
4 Both bass drum parts use a combination of even 8th notes and syncopated
5 16th note figures played on the offbeats to create rhythmic interest;¹⁴

6 e. **Entrance of subject works identical** - At 0:00 in both recordings, the first
7 and most notable musical entrance is of the melody line of both songs ...
8 In the view of Dr. Tomaro, it is no coincidence that both recordings begin
9 with an almost identical three note melodic motive, performed in a
10 plaintive, yearning fashion, one that establishes the emotional state of the
11 vocal soloist in *I Lied* as the listener follows Minaj’s narrative throughout
12 the remainder of the recording; and

13 f. The use of the drums appearing and disappearing at intervals throughout
14 both songs.¹⁵

16
17 ¹⁴ Further to Dr. Tomaro’s point, the complexity of the particular drum sets in this case
18 are unique and uncommon. More specifically, the purpose of drums in popular music is
19 typically to provide a uniform, consistent pulse for the entire duration of a musical piece.
20 In both of these pieces, the drums are used in an atypical fashion, with the stylistic choice
21 to bring in a pattern of 8th and 16th syncopated rhythms in disappearing intervals.
 Johnson’s artistic choice of making said drums disappear and reappear at specific
 intervals is an extremely unusual style, and Defendant’s subsequent copying of this
 unique and uncommon musical choice is further indicative of copyright infringement.

¹⁵ See *id.*

1 80. Consistent with Dr. Tomaro's observations, Johnson's selection and
2 arrangement of the individual elements together constitute a unique and protectable
3 work.

4 81. Further, as provided by Dr. Tomaro, Defendants' selection and
5 arrangement of the infringing work is virtually identical to, or at least, strikingly similar
6 to that of Johnson's Works.

7 82. Given the at least 15 similarities identified by Dr. Tomaro, he concluded
8 that the works were strikingly similar such that the similarities have not occurred by
9 chance or by coincidence and accordingly, they must have occurred by design. He
10 further concludes that since *OnMySleeve* is the earliest copyrighted recording of the two,
11 it appears as if significant aspects of Mr. Johnson's musical material found in
12 *OnMySleeve* has been appropriated by the composer of *I Lied* and incorporated into the
13 recording of that song.

14 83. Defendants' songwriting process uses other parties' music as the basis for
15 many of their songs.

16 84. On information and belief, given that there are at a minimum **15 striking**
17 **similarities** identified by Dr. Tomaro, Johnson's Sound Recording was sampled, and is
18 the "core of I Lied."

19 85. Further, given these similarities, on information and belief, an exact digital
20 copy of Johnson's Sound Recording was placed by Defendant(s) without Johnson's
21

1 permission onto 2 tracks of the Defendant(s) initial master recording to serve as,
2 including without limitation, a foundation, guide, beat track, and/or sample track.

3 86. On information and belief, Johnson's Sound Recording was converted by
4 Defendant(s), without permission, into other formats (hereinafter referred to as "New
5 Media"), including but not limited to MIDI (musical instrument digital instrument
6 format), by readily-available audio product and conversion software. (See
7 e.g., www.anyconv.com)

8 87. On information and belief, the resultant New Media generated by
9 Defendant(s) from Johnson's misappropriated Sound Recording contained programmed
10 instructions, digital samples, and/or the like; and/or was used to control other
11 synthesizers, sequencers, filters, and/or keyboards in Defendant(s)' infringing work.

12 88. Johnson alleges *I Lied* contains samples of Johnson's work, and/or New
13 Media created by Defendant's impermissible intermediate copying directly from
14 Johnson's Sound Recording, and, in the eyes of the law, is a derivative work of
15 Johnson's Sound Recording.

16 89. The copied protectable Sound Recording elements include, but are not
17 limited to, (i) actual sounds from/sound samples of Johnson's work; and (ii) any and all
18 rhythms, melodies, harmonies, and/or the like created by (a) converting the Sound
19 Recording into other formats; and/or (b) using the New Media to control other
20 synthesizers, sequencers, filters, and keyboards to create internal form, rhythm, style,
21 melody, harmony, chord pattern, and/or .wav files. The .wav (or related format) files of

1 the infringing works, together with all the other elements, are so strikingly similar, it is
2 readily apparent that the Sound Recording was sampled, converted, and controlled other
3 media.

4 90. In the instant case, Johnson has not licensed Defendant(s) to do
5 anything, and not only contends his Composition was infringed, but, in light of the
6 protectable Sound Recording copyright elements (including, without limitation, the right
7 to prevent others from using a direct copy of a Sound Recording owned by another, as a
8 sample, to make media with programming instructions, to control other synthesizers,
9 sequencers, filters, and keyboards), but his Sound Recording as well.

10 91. Conversion of existing sound recordings to other formats saves time in
11 creating a new work with the same form (*e.g.* Sonata, Rondo) and ability to control other
12 media, including without limitation, synthesizers, sequencers, filters, and keyboards. All
13 the foregoing elements can be, and in this case, were derived directly from the Sound
14 Recording via music tools in an exact digital copy. Defendants' unlicensed
15 copying and converting Johnson's Sound Recording in such a manner is in and of itself
16 infringement of the Sound Recording.

17 92. Accordingly, Defendants are in violation of the 1978 Copyright Act (*e.g.*,
18 17 U.S.C. §501 *et seq.*), including by infringing upon Johnson's unique copyright-
19 protected Works, by taking, copying, using, performing, and misappropriating the same
20 for *I Lied*, *The Pinkprint* album, and *Ransom* mixtape without the permission and
21 consent of Johnson.

1 93. As noted above, Johnson published and disseminated his works via
2 YouTube and various social media platforms, disseminated the work via the Internet,
3 and on information and belief, thereby caused the works to be viewed by at least one of
4 the Defendants and or their/its agents.

5 94. Also as noted above, on information and belief, at least Williams or another
6 Defendant personally or via affiliates, obtained access the Works via improper
7 possession of Johnson's hard drive that was taken from an audio production studio room
8 at the Institute.

9 95. As outlined above and concluded by the forensic musicologist, on
10 information and belief, there are too many striking similarities between the infringing
11 work and Johnson's Works to have been caused by chance or coincidence. Accordingly,
12 it may be surmised that the striking similarities are *by design* and evince Defendants'
13 access to Johnson's Works and copying thereof.

14 96. Despite such direct copying of the underlying Composition and sampling
15 of the Sound Recording, Defendants failed to credit or compensate Johnson or even seek
16 a license from Johnson.

17 97. Johnson is and continues to be the sole author, creator, composer, writer,
18 and producer of the Works in addition to, being the sole legal and/or beneficial owner
19 of all copyright interest therein.

20 98. Defendants knowingly and intentionally credited other parties as being
21 authors of Defendants' infringing work, *I Lied*—to the exclusion of Johnson. Exhibit C.

1 99. On information and belief, Minaj, individually or acting in concert with one
2 or more of the other Defendants, gave clearance and approval for, facilitated, promoted
3 and/or otherwise supported the release and distribution of Defendants' infringing work,
4 *I Lied* throughout the world and, more specifically, into and throughout the State of
5 California.

6 100. On information and belief, Harajuku, on its own or acting in concert with
7 one or more of the other Defendants, gave clearance and approval for, facilitated,
8 promoted and/or otherwise supported the release and distribution of Defendants'
9 infringing work, *I Lied* throughout the world and, more specifically, into and throughout
10 the State of California.

11 101. On information and belief, SOU, on its own or acting in concert with one
12 or more of the other Defendants, gave clearance and approval for, facilitated, promoted
13 and/or otherwise supported the release and distribution of Defendants' infringing work,
14 *I Lied* throughout the world and, more specifically, into and throughout the State of
15 California.

16 102. On information and belief, UMG, on its own or acting in concert with one
17 or more of the other Defendants, gave clearance and approval for, facilitated, promoted
18 and/or otherwise supported the release and distribution of Defendants' infringing work,
19 *I Lied* throughout the world and, more specifically, into and throughout the State of
20 California.

1 103. On information and belief, WB Music, on its own or acting in concert with
2 one or more of the other Defendants, gave clearance and approval for, facilitated,
3 promoted and/or otherwise supported the release and distribution of Defendants'
4 infringing work, *I Lied* throughout the world and, more specifically, into and throughout
5 the State of California.

6 104. On information and belief, Williams, individually or acting in concert with
7 one or more of the other Defendants, gave clearance and approval for, facilitated,
8 promoted and/or otherwise supported the release and distribution of Defendants'
9 infringing work, *I Lied* throughout the world and, more specifically, into and throughout
10 the State of California.

11 105. On information and belief, Eardrums, on its own or acting in concert
12 with one or more of the other Defendants, gave clearance and approval for, facilitated,
13 promoted and/or otherwise supported the release and distribution of Defendants'
14 infringing work, *I Lied* throughout the world and, more specifically, into and throughout
15 the State of California.

16 106. On information and belief, Skooly, individually or acting in concert with
17 one or more of the other Defendants, gave clearance and approval for, facilitated,
18 promoted and/or otherwise supported the release and distribution of Defendants'
19 infringing work, *I Lied* throughout the world and, more specifically, into and throughout
20 the State of California.

1 107. On information and belief, Money Mack, on its own or acting in concert
2 with one or more of the other Defendants, gave clearance and approval for, facilitated,
3 promoted and/or otherwise supported the release and distribution of Defendants'
4 infringing work, *I Lied* throughout the world and, more specifically, into and throughout
5 the State of California.

6 108. On information and belief, Dean, individually or acting in concert with one
7 or more of the other Defendants, gave clearance and approval for, facilitated, promoted
8 and/or otherwise supported the release and distribution of Defendants' infringing work,
9 *I Lied* throughout the world and, more specifically, into and throughout the State of
10 California.

11 109. On information and belief, DDD, on its own or acting in concert with one
12 or more of the other Defendants, gave clearance and approval for, facilitated, promoted
13 and/or otherwise supported the release and distribution of Defendants' infringing work,
14 *I Lied* throughout the world and, more specifically, into and throughout the State of
15 California.

16 110. On information and belief, Bell, individually or acting in concert with one
17 or more of the other Defendants, gave clearance and approval for, facilitated, promoted
18 and/or otherwise supported the release and distribution of Defendants' infringing work,
19 *I Lied* throughout the world and, more specifically, into and throughout the State of
20 California.

1 111. On information and belief, DOES 1-10, individually or acting in concert
2 with one or more of the other Defendants, gave clearance and approval for, facilitated,
3 promoted and/or otherwise supported the release and distribution of Defendants'
4 infringing work, *I Lied* throughout the world and, more specifically, into and throughout
5 the State of California.

6 112. On information and belief, Minaj, individually or acting in concert with one
7 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,
8 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and
9 stream of commerce without due credit or compensation to Johnson for Defendant's use
10 of Johnson's copyright protected Composition and/or Sound Recording.

11 113. On information and belief, Harajuku, on its own or acting in concert with
12 one or more of the other Defendants, placed the infringing work, *I Lied*, the infringing
13 album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide
14 marketplaces and stream of commerce without due credit or compensation to Johnson
15 for Defendant's use of Johnson's copyright protected Composition and/or Sound
16 Recording.

17 114. On information and belief, SOU, on its own or acting in concert with one
18 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,
19 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and
20 stream of commerce without due credit or compensation to Johnson for Defendant's use
21 of Johnson's copyright protected Composition and/or Sound Recording.

1 115. On information and belief, UMG, on its own or acting in concert with one
2 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,
3 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and
4 stream of commerce without due credit or compensation to Johnson for Defendant's use
5 of Johnson's copyright protected Composition and/or Sound Recording.

6 116. On information and belief, WB Music, on its own or acting in concert with
7 one or more of the other Defendants, placed the infringing work, *I Lied*, the infringing
8 album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide
9 marketplaces and stream of commerce without due credit or compensation to Johnson
10 for Defendant's use of Johnson's copyright protected Composition and/or Sound
11 Recording.

12 117. On information and belief, Williams, individually or acting in concert with
13 one or more of the other Defendants, placed the infringing work, *I Lied*, the infringing
14 album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide
15 marketplaces and stream of commerce without due credit or compensation to Johnson
16 for Defendant's use of Johnson's copyright protected Composition and/or Sound
17 Recording.

18 118. On information and belief, Eardrums, on its own or acting in concert
19 with one or more of the other Defendants, placed the infringing work, *I Lied*, the
20 infringing album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide
21 marketplaces and stream of commerce without due credit or compensation to Johnson

1 for Defendant's use of Johnson's copyright protected Composition and/or Sound
2 Recording.

3 119. On information and belief, Skooly, individually or acting in concert with
4 one or more of the other Defendants, placed the infringing work, *I Lied*, the infringing
5 album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide
6 marketplaces and stream of commerce without due credit or compensation to Johnson
7 for Defendant's use of Johnson's copyright protected Composition and/or Sound
8 Recording.

9 120. On information and belief, Money Mack, on its own or acting in concert
10 with one or more of the other Defendants, placed the infringing work, *I Lied*, the
11 infringing album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide
12 marketplaces and stream of commerce without due credit or compensation to Johnson
13 for Defendant's use of Johnson's copyright protected Composition and/or Sound
14 Recording.

15 121. On information and belief, Dean, individually or acting in concert with one
16 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,
17 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and
18 stream of commerce without due credit or compensation to Johnson for Defendant's use
19 of Johnson's copyright protected Composition and/or Sound Recording.

20 122. On information and belief, DDD, on its own or acting in concert with one
21 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,

1 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and
2 stream of commerce without due credit or compensation to Johnson for Defendant's use
3 of Johnson's copyright protected Composition and/or Sound Recording.

4 123. On information and belief, Bell, individually or acting in concert with one
5 or more of the other Defendants, placed the infringing work, *I Lied*, the infringing album,
6 *The Pinkprint*, and *Ransom* mixtape into the California and worldwide marketplaces and
7 stream of commerce without due credit or compensation to Johnson for Defendant's use
8 of Johnson's copyright protected Composition and/or Sound Recording.

9 124. On information and belief, DOES 1-10, individually or acting in concert
10 with one or more of the other Defendants, placed the infringing work, *I Lied*, the
11 infringing album, *The Pinkprint*, and *Ransom* mixtape into the California and worldwide
12 marketplaces and stream of commerce without due credit or compensation to Johnson
13 for Defendant's use of Johnson's copyright protected Composition and/or Sound
14 Recording.

15 125. On information and belief, Minaj, individually or acting in concert with one
16 or more other Defendants managed, produced, composed, arranged, controlled, released,
17 performed, broadcast, and/or caused *I Lied* to be performed or broadcast worldwide and
18 in the State of California without the express permission or consent of Johnson.

19 126. On information and belief, Harajuku, on its own or acting in concert with
20 one or more other Defendants managed, produced, composed, arranged, controlled,
21 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast

1 worldwide and in the State of California without the express permission or consent of
2 Johnson.

3 127. On information and belief, SOU, on its own or acting in concert with one
4 or more other Defendants managed, produced, composed, arranged, controlled, released,
5 performed, broadcast, and/or caused *I Lied* to be performed or broadcast worldwide and
6 in the State of California without the express permission or consent of Johnson.

7 128. On information and belief, UMG, on its own or acting in concert with one
8 or more other Defendants managed, produced, composed, arranged, controlled, released,
9 performed, broadcast, and/or caused *I Lied* to be performed or broadcast worldwide and
10 in the State of California without the express permission or consent of Johnson.

11 129. On information and belief, WB Music, on its own or acting in concert with
12 one or more other Defendants managed, produced, composed, arranged, controlled,
13 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast
14 worldwide and in the State of California without the express permission or consent of
15 Johnson.

16 130. On information and belief, Williams, individually or acting in concert with
17 one or more other Defendants managed, produced, composed, arranged, controlled,
18 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast
19 worldwide and in the State of California without the express permission or consent of
20 Johnson.

1 131. On information and belief, Eardrummers, on its own or acting in concert
2 with one or more other Defendants managed, produced, composed, arranged, controlled,
3 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast
4 worldwide and in the State of California without the express permission or consent of
5 Johnson.

6 132. On information and belief, Skooly, individually or acting in concert with
7 one or more other Defendants managed, produced, composed, arranged, controlled,
8 released, performed, broadcast, and/or caused *I Lied* to be performed or broadcast
9 worldwide and in the State of California without the express permission or consent of
10 Johnson.

11 133. On information and belief, Money Mack Music, on its own or acting in
12 concert with one or more other Defendants managed, produced, composed, arranged,
13 controlled, released, performed, and/or caused *I Lied* to be performed worldwide and in
14 the State of California without the express permission or consent of Johnson.

15 134. On information and belief, Dean, individually or acting in concert with one
16 or more other Defendants managed, produced, composed, arranged, controlled, released,
17 performed, and/or caused *I Lied* to be performed worldwide and in the State of California
18 without the express permission or consent of Johnson.

19 135. On information and belief, DDD, on its own or acting in concert with one
20 or more other Defendants managed, produced, composed, arranged, controlled, released,
21

1 performed, and/or caused *I Lied* to be performed worldwide and in the State of California
2 without the express permission or consent of Johnson.

3 136. On information and belief, Bell, individually or acting in concert with one
4 or more other Defendants managed, produced, composed, arranged, controlled, released,
5 performed, and/or caused *I Lied* to be performed worldwide and in the State of California
6 without the express permission or consent of Johnson.

7 137. On information and belief, DOES 1-10, individually or acting in concert
8 with one or more other Defendants managed, produced, composed, arranged, controlled,
9 released, performed, and/or caused *I Lied* to be performed worldwide and in the State of
10 California without the express permission or consent of Johnson.

11 138. On information and belief, Minaj, individually or acting in concert with one
12 or more other Defendants controlled, governed, and/or managed significant contractual
13 and financial aspects involved in the management, production, creation, release,
14 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

15 139. On information and belief, Harajuku, on its own or acting in concert with
16 one or more other Defendants, controlled, governed, and/or managed significant
17 contractual and financial aspects involved in the management, production, creation,
18 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and
19 *Ransom*.

20 140. On information and belief, SOU, on its own or acting in concert with one
21 or more other Defendants, controlled, governed, and/or managed significant contractual

1 and financial aspects involved in the management, production, creation, release,
2 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

3 141. On information and belief, UMG, on its own or acting in concert with one
4 or more other Defendants, controlled, governed, and/or managed significant contractual
5 and financial aspects involved in the management, production, creation, release,
6 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

7 142. On information and belief, WB Music, on its own or acting in concert with
8 one or more other Defendants, controlled, governed, and/or managed significant
9 contractual and financial aspects involved in the management, production, creation,
10 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and
11 *Ransom*.

12 143. On information and belief, Williams, individually or acting in concert with
13 one or more other Defendants controlled, governed, and/or managed significant
14 contractual and financial aspects involved in the management, production, creation,
15 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and
16 *Ransom*.

17 144. On information and belief, Eardrums, on its own or acting in concert
18 with one or more other Defendants, controlled, governed, and/or managed significant
19 contractual and financial aspects involved in the management, production, creation,
20 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and
21 *Ransom*.

1 145. On information and belief, Skooly, individually or acting in concert with
2 one or more other Defendants controlled, governed, and/or managed significant
3 contractual and financial aspects involved in the management, production, creation,
4 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and
5 *Ransom*.

6 146. On information and belief, Money Mack, on its own or acting in concert
7 with one or more other Defendants, controlled, governed, and/or managed significant
8 contractual and financial aspects involved in the management, production, creation,
9 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and
10 *Ransom*.

11 147. On information and belief, Dean, individually or acting in concert with one
12 or more other Defendants controlled, governed, and/or managed significant contractual
13 and financial aspects involved in the management, production, creation, release,
14 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

15 148. On information and belief, DDD, on its own or acting in concert with one
16 or more other Defendants, controlled, governed, and/or managed significant contractual
17 and financial aspects involved in the management, production, creation, release,
18 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*.

19 149. On information and belief, Bell, individually or acting in concert with one
20 or more other Defendants controlled, governed, and/or managed significant contractual
21

1 and financial aspects involved in the management, production, creation, release,
2 marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and *Ransom*

3 150. On information and belief, DOES 1-10, individually or acting in concert
4 with one or more other Defendants controlled, governed, and/or managed significant
5 contractual and financial aspects involved in the management, production, creation,
6 release, marketing, distribution, selling, and promotion of, *The Pinkprint*, *I Lied*, and
7 *Ransom*

8 151. On information and belief, Minaj knew of or had reason to know of and/or
9 cleared and approved, directly, and/or by way of her labels, its departments, subdivisions,
10 subsidiaries including, but not limited to one or more of the other Defendants, the
11 contractual retainers, agreements, contracts of all collaborating songwriters and/or
12 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the
13 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

14 152. On information and belief, Harajuku knew of or had reason to know of
15 and/or cleared and approved, directly, and/or by way of its labels, departments,
16 subdivisions, subsidiaries including, but not limited to one or more of the other
17 Defendants, the contractual retainers, agreements, contracts of all collaborating
18 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*
19 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

20 153. On information and belief, SOU knew of or had reason to know of and/or
21 cleared and approved, directly, and/or by way of its labels, departments, subdivisions,

1 subsidiaries including, but not limited to one or more of the other Defendants, the
2 contractual retainers, agreements, contracts of all collaborating songwriters and/or
3 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the
4 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

5 154. On information and belief, UMG knew of or had reason to know of and/or
6 cleared and approved, directly, and/or by way of its labels, departments, subdivisions,
7 subsidiaries including, but not limited to one or more of the other Defendants, the
8 contractual retainers, agreements, contracts of all collaborating songwriters and/or
9 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the
10 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

11 155. On information and belief, WB Music knew of or had reason to know of
12 and/or cleared and approved, directly, and/or by way of its labels, departments,
13 subdivisions, subsidiaries including, but not limited to one or more of the other
14 Defendants, the contractual retainers, agreements, contracts of all collaborating
15 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*
16 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

17 156. On information and belief, Williams knew of or had reason to know of
18 and/or cleared and approved, directly, and/or by way of his labels, departments,
19 subdivisions, subsidiaries including, but not limited to one or more of the other
20 Defendants, the contractual retainers, agreements, contracts of all collaborating
21

1 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*
2 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

3 157. On information and belief, Eardrums knew of or had reason to know of
4 and/or cleared and approved, directly, and/or by way of its labels, departments,
5 subdivisions, subsidiaries including, but not limited to one or more of the other
6 Defendants, the contractual retainers, agreements, contracts of all collaborating
7 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*
8 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

9 158. On information and belief, Skooly knew of or had reason to know of and/or
10 cleared and approved, directly, and/or by way of his labels, departments, subdivisions,
11 subsidiaries including, but not limited to one or more of the other Defendants, the
12 contractual retainers, agreements, contracts of all collaborating songwriters and/or
13 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the
14 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

15 159. On information and belief, Money Mack knew of or had reason to know of
16 and/or cleared and approved, directly, and/or by way of its labels, departments,
17 subdivisions, subsidiaries including, but not limited to one or more of the other
18 Defendants, the contractual retainers, agreements, contracts of all collaborating
19 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*
20 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

1 160. On information and belief, Dean knew of or had reason to know of and/or
2 cleared and approved, directly, and/or by way of her labels, departments, subdivisions,
3 subsidiaries including, but not limited to one or more of the other Defendants, the
4 contractual retainers, agreements, contracts of all collaborating songwriters and/or
5 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the
6 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

7 161. On information and belief, DDD knew of or had reason to know of and/or
8 cleared and approved, directly, and/or by way of its labels, departments, subdivisions,
9 subsidiaries including, but not limited to one or more of the other Defendants, the
10 contractual retainers, agreements, contracts of all collaborating songwriters and/or
11 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the
12 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

13 162. On information and belief, Bell knew of or had reason to know of and/or
14 cleared and approved, directly, and/or by way of his labels, departments, subdivisions,
15 subsidiaries including, but not limited to one or more of the other Defendants, the
16 contractual retainers, agreements, contracts of all collaborating songwriters and/or
17 collaborating producers engaged for Defendants' infringing work, *I Lied*, for the
18 infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

19 163. On information and belief, DOES 1-10 knew of or had reason to know of
20 and/or cleared and approved, directly, and/or by way of their labels, departments,
21 subdivisions, subsidiaries including, but not limited to one or more of the other

1 Defendants, the contractual retainers, agreements, contracts of all collaborating
2 songwriters and/or collaborating producers engaged for Defendants' infringing work, *I*
3 *Lied*, for the infringing album, *The Pinkprint*, and the infringing *Ransom* mixtape.

4 164. On information and belief, Minaj worked, conducted business, and/or
5 appeared at various music studios within the State of California; caused, assisted, aided,
6 booked, and/or caused herself to be scheduled to appear, perform, and/or work at various
7 music studios and/or music performance venues in California; and/or participated in
8 music production on behalf of one or more other Defendants with the intention of
9 marketing and distributing *I Lied* in California and to California residents.

10 165. On information and belief, Harajuku caused, assisted, aided, booked, and/or
11 scheduled Minaj to appear, perform, and/or work at various music studios and/or music
12 performance venues in California; and/or participated in music production on behalf of
13 one or more other Defendants with the intention of marketing and distributing *I Lied* in
14 California and to California residents.

15 166. On information and belief, SOU caused, assisted, aided, booked, and/or
16 scheduled Minaj to appear, perform, and/or work at various music studios and/or music
17 performance venues in California; and/or participated in music production on behalf of
18 one or more other Defendants with the intention of marketing and distributing *I Lied* in
19 California and to California residents.

20 167. On information and belief, UMG caused, assisted, aided, booked, and/or
21 scheduled Minaj to appear, perform, and/or work at various music studios and/or music

1 performance venues in California; and/or participated in music production on behalf of
2 one or more other Defendants with the intention of marketing and distributing *I Lied* in
3 California and to California residents.

4 168. On information and belief, WB Music caused, assisted, aided, booked,
5 and/or scheduled Minaj to appear, perform, and/or work at various music studios and/or
6 music performance venues in California; and/or participated in music production on
7 behalf of one or more other Defendants with the intention of marketing and distributing
8 *I Lied* in California and to California residents.

9 169. On information and belief, Williams worked, conducted business, and/or
10 appeared at various music studios within the State of California; caused, assisted, aided,
11 booked, and/or caused Minaj to be scheduled to appear, perform, and/or work at various
12 music studios and/or music performance venues in California; and/or participated in
13 music production on behalf of one or more other Defendants with the intention of
14 marketing and distributing *I Lied* in California and to California residents.

15 170. On information and belief, Eardrums caused, assisted, aided, booked,
16 and/or scheduled Minaj to appear, perform, and/or work at various music studios and/or
17 music performance venues in California; and/or participated in music production on
18 behalf of one or more other Defendants with the intention of marketing and distributing
19 *I Lied* in California and to California residents.

20 171. On information and belief, Skooly worked, conducted business, and/or
21 appeared at various music studios within the State of California; caused, assisted, aided,

1 booked, and/or caused Minaj to be scheduled to appear, perform, and/or work at various
2 music studios and/or music performance venues in California; and/or participated in
3 music production on behalf of one or more other Defendants with the intention of
4 marketing and distributing *I Lied* in California and to California residents.

5 172. On information and belief, Money Mack worked, conducted business,
6 and/or appeared at various music studios within the State of California; and/or
7 participated in music production on behalf of one or more other Defendants with the
8 intention of marketing and distributing *I Lied* in California and to California residents.

9 173. On information and belief, Dean worked, conducted business, and/or
10 appeared at various music studios within the State of California; and/or participated in
11 music production on behalf of one or more other Defendants with the intention of
12 marketing and distributing *I Lied* in California and to California residents.

13 174. On information and belief, DDD worked, conducted business, and/or
14 appeared at various music studios within the State of California; and/or participated in
15 music production on behalf of one or more other Defendants with the intention of
16 marketing and distributing *I Lied* in California and to California residents.

17 175. On information and belief, Bell worked, conducted business, and/or
18 appeared at various music studios within the State of California; and/or participated in
19 music production on behalf of one or more other Defendants with the intention of
20 marketing and distributing *I Lied* in California and to California residents.

1 176. On information and belief, DOES 1-10 worked, conducted business, and/or
2 appeared at various music studios within the State of California; caused, assisted, aided,
3 booked, and/or scheduled Minaj to appear, perform, and/or work at various music
4 studios and/or music performance venues in California; and/or participated in music
5 production on behalf of one or more other Defendants with the intention of marketing
6 and distributing *I Lied* in California and to California residents.

7 ***Johnson’s Discovery of the Infringing Work***

8 177. In or about January 2022, while surfing Facebook Reels, a video of Minaj
9 was suggested to Johnson. Johnson watched the Reel and after researching the
10 approximately 16-second clip, he then discovered the song *I Lied* via a Google® Search
11 of “Did I Lie” + “Niki Minaj”.

12 178. Upon his first hearing of *I Lied*, Johnson immediately recognized that, with
13 the exception of the vocals, virtually all critical elements in *I Lied* were substantially
14 similar and/or strikingly similar to those of his copyrighted Works.

15 179. Johnson obtained a copyright registration for the Works from the United
16 States Copyright Office on February 16, 2022. Exhibit B.¹⁶

19 ¹⁶ On October 7, 2023, Johnson applied for a supplementary registration to amplify the
20 claim and clarify the record regarding the inclusion and/or ownership of the underlying
21 composition of *OnMySleeve*. The supplementary registration has duly issued at SR 984-
874. Exhibit D.

1 180. Soon thereafter, on or about March 31, 2022, Johnson, by and through his
2 undersigned counsel, sent a cease and desist letter to UMG and Minaj to avoid further
3 harm to Johnson.

4 181. UMG and Minaj ignored the demand, and to date, continue to exploit the
5 Composition and/or Sound Recording to Johnson's detriment and to Defendants'
6 continued profit.

7 ***Defendants' Continuing Infringement, Wrongful Acts, and Harm to Johnson***

8 182. Since each sale, stream, or duplicate constitutes a separate claim against
9 Defendants under the Copyright Act, Johnson has sustained and will continue to sustain
10 substantial damages to the value of his copyright in that the previously described
11 activities of Defendants have diminished and will continue to diminish the revenues in
12 which Johnson would have otherwise been able to realize but for the unlawful
13 infringement of his Composition and/or Sound Recording.

14 183. Defendants have realized unlawful and unjust profits from their
15 unauthorized and illegal copying, duplications, distribution, and release of Johnson's
16 original copyright protected Composition and/or Sound Recording and derivatives
17 thereof—including, in particular, *I Lied*.

18 184. Defendants continue to infringe Johnson's copyright in *OnMySleeve* and
19 unless temporarily, preliminarily, and permanently enjoined by Order of this Court, will
20 continue to infringe said copyrights, all to Johnson's irreparable injury.

186. As a direct result of the conduct of Defendants, Johnson has suffered and continues to suffer damages in an amount to be determined. Johnson was deprived of and unable to realize profit from his Composition and/or Sound Recording, as attention and demand for his work has been hijacked or, at a minimum, overshadowed by the unauthorized copy and/or derivation thereof in Defendants' infringing work, *I Lied*.

COUNT I
COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 501 et seq.)

189. Johnson is the exclusive owner of the copyright in the Works, and, as such, has the exclusive rights under the Copyright Act, among other things, to reproduce, distribute, prepare derivative works from, perform, and otherwise exploit the Works, and to allow or not allow parties to exercise such rights.

1 191. On information and belief, Williams and/or his affiliated company,
2 Eardrums, bear primary fault for the infringement because, on information and belief,
3 Williams has a history and/or pattern of misappropriating the intellectual property of
4 unsuspecting artists for his benefit and without due compensation to those artists.

5 192. For example, Williams was alleged to have been provided “with a copy of
6 [a] promotional mix, The Big Bang, containing the original musical composition ‘J’s On
7 My Feet ft Fleetwood’” authored by an up-and-coming artist (“Asher”).¹⁷

8 193. Shortly after having been given the composition by an acquaintance of
9 Asher, Williams was alleged to have “posted a message to his verified Twitter handle
10 @MikeWiLLMadeIt: ‘First song drops soon. It’s called ‘23’ and its (sic) NOT
11 RIGHT.’”¹⁸

12 194. A few months later, Williams, Eardrums, SOU, UMG, WB Music, and
13 others published and released an album, *Bangerz* which included “23s (J’s On My Feet)”
14 which was alleged to have infringed Asher’s composition “J’s On My Feet.”¹⁹

17 ¹⁷ *Asher v. Cyrus*, 1:18-cv-02288, (D. Colo. Oct 23, 2018), Am. Compl. (ECF No. 29)
18 at ¶¶34, available at <https://www.courtlistener.com/docket/13561891/29/asher-v-cyrus/>. Defendants point out that the infringement in this case is not limited to the
19 composition but also infringement of her lyrics. Mtn to Dismiss. Dkt. 54-1 at 17.

20 ¹⁸ *Id.* at ¶35.

21 ¹⁹ *Id.* at ¶¶36-37, 39.

1 195. On information and belief, Asher's composition "J's On My Feet" has since
2 been removed from the Internet to eliminate all evidence of the infringement as a term
3 of the parties' settlement agreement.

4 196. On information and belief, to avoid admitting liability, Williams settled
5 with Asher.

6 197. On information and belief, to avoid a finding of liability, Williams settled
7 with Asher.

8 198. On information and belief, to avoid admitting liability, Eardrummers,
9 settled with Asher.

10 199. On information and belief, to avoid a finding of liability, Eardrummers
11 settled with Asher.

12 200. On information and belief, to avoid admitting liability, SOU, settled with
13 Asher.

14 201. On information and belief, to avoid a finding of liability, SOU settled with
15 Asher.

16 202. On information and belief, to avoid admitting liability, UMG, settled with
17 Asher.

18 203. On information and belief, to avoid a finding of liability, UMG settled with
19 Asher.

20 204. On information and belief, to avoid admitting liability, WB Music, settled
21 with Asher.

1 205. On information and belief, to avoid a finding of liability, WB Music, settled
2 with Asher.

3 206. On information and belief, Eardrums, SOU, UMG, and WB Music have
4 a history or pattern of, at least, complicity in Williams's infringing conduct.

5 207. On information and belief, Eardrums, SOU, UMG, and WB Music have
6 a policy or practice of turning a blind eye to infringing conduct of its agents and
7 contractors.

8 208. In another instance, involving the same album, Williams was alleged to
9 have been directly involved in the selection and misappropriation of the works belonging
10 to a Jamaican artist ("May").²⁰

11 209. On information and belief, to avoid admitting liability, Williams, settled
12 with May.

13 210. On information and belief, to avoid a finding of liability, Williams, settled
14 with May.

15 211. In yet another instance of copyright infringement for that same *Bangerz*
16 album, Williams was alleged to have stolen a work (*i.e.*, title, lyrics, music) from a
17 gentleman ("Cruz") who, at the time of the alleged misappropriation, was incarcerated.
18

19
20
21 ²⁰*May v. Cyrus*, 1:18-cv-02238, (S.D.N.Y. June 5, 2018), 2nd Am. Compl. (Dkt. 32)
available at <https://www.courtlistener.com/docket/6333384/32/may-v-cyrus/>.

1 Cruz alleged that the published work was virtually identical and Williams took credit for
2 the entire work.²¹

3 212. On information and belief, prior to being served and entering an appearance
4 in the case, Williams settled with Cruz.

5 213. On information and belief, as in the similarly situated instances above,
6 Williams had access to Johnson's Composition and/or Sound Recording when he copied,
7 took, used, misappropriated, and incorporated it/them into the infringing work, *I Lied*,
8 and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

9 214. Upon accessing Johnson's Composition and/or Sound Recording, Williams
10 took and continues to take, use, usurp, copy, make derivative works of, and publicly
11 perform Johnson's Composition and/or Sound Recording knowing he did not write,
12 create, author, arrange, compose, or produce the Composition and/or Sound Recording
13 which is/are incorporated into Defendants' infringing work, *I Lied*, and the infringing
14 album, *The Pinkprint* and *Ransom* mixtape.

15 215. Williams never sought to secure a license or other permission from Johnson
16 and never obtained any permission from Johnson.

17 216. Given the instances and circumstances closely resembling those involving
18

19
20 ²¹ *Cruz v. RCA Record label*, 3:14-cv-00623 (M.D. Tenn. Feb 4, 2014), Am. Compl.
21 (ECF No. 89), available at <https://www.courtlistener.com/docket/5068677/89/cruz-v-rca-record-label/>.

Williams, Johnson's recited beliefs regarding Williams's role in the other allegations made herein are substantiated and justified.

217. On information and belief, Minaj is also likely to bear substantial fault regarding infringement of the Composition and/or Sound Recording as she also has a history and/or pattern of misappropriating the intellectual property of creators and without due compensation to those artists.

218. In one instance, Minaj is accused of misappropriating several copyrighted images, and despite the owner's numerous demands to cease the infringing conduct, Minaj is alleged to have continued to use, copy, and distribute the images without consent and compensation to the owner.²²

219. On information and belief, to avoid admitting liability, Minaj, settled with the owner.

220. On information and belief, to avoid a finding of liability, Minaj, settled with the owner.

221. In another case, *Rich Sex* artist, Headley ("Headley") alleges that he had "a long-standing relationship" with Minaj; that he let Minaj hear his song, *Rich Sex*; that he informed Minaj that he intended to include the song on his own album; and that Minaj

²²*Splash News and Picture Agency, LLC v. Onika Tanya Maraj*, 2:20-cv-00551, (C.D. Cal.), 1st Am. Compl. (Dkt. 36), available at <https://www.courtlistener.com/docket/16729485/36/splash-news-and-picture-agency-llc-v-onika-tanya-maraj/>

1 “admitted/acknowledged to [Headley] that his song was a hit, was extremely marketable
2 and would be a global commercial success.”²³

3 222. Headley alleges that Minaj requested a copy of the song, and two years
4 later, Headley learned that Minaj, without his consent and without compensation,
5 misappropriated his song and incorporated it on her album, *Queen*.²⁴

6 223. On information and belief, to avoid admitting liability, Minaj, settled with
7 Headley.

8 224. On information and belief, to avoid a finding of liability, Minaj, settled with
9 Headley.

10 225. Similarly, on information and belief, Minaj had access to Johnson’s
11 Composition, Sound Recording, and/or infringing derivative thereof when she copied,
12 took, used, misappropriated, and incorporated it/them into the infringing work, *I Lied*,
13 and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

14 226. Upon accessing Johnson’s Composition, Sound Recording, and/or
15 infringing derivative, Minaj took and continues to take, use, usurp, copy, make
16 derivative works of, and publicly perform Johnson’s Composition and/or Sound

18 ²³ *Headley v. Universal Music Group, Inc.*, 1:20-cv-11120, (S.D.N.Y. Mar 22, 2021),
19 Am. Compl. (ECF No. 40) at ¶¶ 88, 100, available at
20 <https://www.courtlistener.com/docket/27457078/40/headley-v-universal-music-group-inc/>.

21 ²⁴ *Id.* at, e.g., ¶¶ 104.

1 Recording knowing she did not write, create, author, arrange, compose, or produce the
2 Composition and/or Sound Recording which is/are incorporated into Defendants'
3 infringing work, *I Lied*, and the infringing album, *The Pinkprint* and *Ransom* mixtape.

4 227. Minaj never sought to secure a license or other permission from Johnson
5 and never obtained any permission from Johnson.

6 228. Considering Minaj's track record of copyright infringement, particularly
7 the accusations of infringement made by someone alleged to have a "long-standing
8 relationship" her, Johnson's belief that he, a stranger, is not immune from having his
9 own creative works intentionally infringed upon by Minaj and, thus his belief is well-
10 founded.

11 229. On information and belief, Harajuku obtained access to Johnson's
12 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded
13 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into
14 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*
15 mixtape.

16 230. Upon accessing Johnson's Composition, Sound Recording, and/or
17 infringing derivative, Harajuku took and continues to take, use, usurp, copy, make
18 derivative works of, and publicly perform Johnson's Composition and/or Sound
19 Recording knowing it did not write, create, author, arrange, compose, or produce the
20 Composition and/or Sound Recording which is/are incorporated into Defendants'
21 infringing work, *I Lied*, and the infringing album, *The Pinkprint* and *Ransom* mixtape.

1 231. Harajuku never sought to secure a license or other permission from Johnson
2 and never obtained any permission from Johnson.

3 232. On information and belief, SOU obtained access to Johnson's Composition,
4 Sound Recording, and/or infringing derivative and thereafter proceeded to copy,
5 misappropriate, and/or incorporate its musical and/or lyrical contribution into the
6 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

7 233. Upon accessing Johnson's Composition, Sound Recording, and/or
8 infringing derivative, SOU took and continues to take, use, usurp, copy, make derivative
9 works of, and publicly perform Johnson's Composition and/or Sound Recording
10 knowing it did not write, create, author, arrange, compose, or produce the Composition
11 and/or Sound Recording which is/are incorporated into Defendants' infringing work, *I*
12 *Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

13 234. SOU never sought to secure a license or other permission from Johnson and
14 never obtained any permission from Johnson.

15 235. Given SOU's apparent complicity in Williams's history of infringement,
16 Johnson's belief of SOU's involvement is well-founded.

17 236. On information and belief, UMG obtained access to Johnson's
18 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded
19 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into
20 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*
21 mixtape.

1 237. Upon accessing Johnson's Composition, Sound Recording, and/or
2 infringing derivative, UMG took and continues to take, use, usurp, copy, make
3 derivative works of, and publicly perform Johnson's Composition and/or Sound
4 Recording knowing it did not write, create, author, arrange, compose, or produce the
5 Composition and/or Sound Recording which is/are incorporated into Defendants'
6 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

7 238. UMG never sought to secure a license or other permission from Johnson
8 and never obtained any permission from Johnson.

9 239. Given UMG's apparent complicity in Williams's history of infringement,
10 Johnson's belief of UMG's involvement is well-founded.

11 240. On information and belief, WB Music obtained access to Johnson's
12 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded
13 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into
14 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*
15 mixtape.

16 241. Upon accessing Johnson's Composition, Sound Recording, and/or
17 infringing derivative, WB Music took and continues to take, use, usurp, copy, make
18 derivative works of, and publicly perform Johnson's Composition and/or Sound
19 Recording knowing it did not write, create, author, arrange, compose, or produce the
20 Composition and/or Sound Recording which is/are incorporated into Defendants'
21 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

1 242. WB Music never sought to secure a license or other permission from
2 Johnson and never obtained any permission from Johnson.

3 243. Given WB Music's apparent complicity in Williams's history of
4 infringement, Johnson's belief of WB Music's involvement is well-founded.

5 244. On information and belief, Eardrums obtained access to Johnson's
6 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded
7 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into
8 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*
9 mixtape.

10 245. Given Eardrums' apparent complicity in Williams's history of
11 infringement, Johnson's belief of Eardrums' involvement is well-founded.

12 246. Upon accessing Johnson's Composition, Sound Recording, and/or
13 infringing derivative, Eardrums took and continues to take, use, usurp, copy, make
14 derivative works of, and publicly perform Johnson's Composition and/or Sound
15 Recording knowing it did not write, create, author, arrange, compose, or produce the
16 Composition and/or Sound Recording which is/are incorporated into Defendants'
17 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

18 247. Eardrums never sought to secure a license or other permission from
19 Johnson and never obtained any permission from Johnson.

20 248. On information and belief, Skooly had access to Johnson's Composition,
21 Sound Recording, and/or infringing derivative when he copied, took, used,

1 misappropriated, and incorporated it/them into the infringing work, *I Lied*, and the
2 infringing albums, *The Pinkprint* and *Ransom* mixtape.

3 249. Upon accessing Johnson's Composition, Sound Recording, and/or
4 infringing derivative, Skooly took and continues to take, use, usurp, copy, make
5 derivative works of, and publicly perform Johnson's Composition and/or Sound
6 Recording knowing he did not write, create, author, arrange, compose, or produce the
7 Composition and/or Sound Recording which is/are incorporated into Defendants'
8 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

9 250. Skooly never sought to secure a license or other permission from Johnson
10 herein and never obtained any permission from Johnson herein.

11 251. On information and belief, Money Mack obtained access to Johnson's
12 Composition, Sound Recording, and/or infringing derivative and thereafter proceeded
13 to copy, misappropriate, and/or incorporate its musical and/or lyrical contribution into
14 the infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom*
15 mixtape.

16 252. Upon accessing Johnson's Composition, Sound Recording, and/or
17 infringing derivative, Money Mack took and continues to take, use, usurp, copy, make
18 derivative works of, and publicly perform Johnson's Composition and/or Sound
19 Recording knowing it did not write, create, author, arrange, compose, or produce the
20 Composition and/or Sound Recording which is/are incorporated into Defendants'
21 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

1 253. Money Mack never sought to secure a license or other permission from
2 Johnson and never obtained any permission from Johnson.

3 254. On information and belief, Dean had access to Johnson's Composition,
4 Sound Recording, and/or infringing derivative when she copied, took, used,
5 misappropriated, and incorporated it/them into the infringing work, *I Lied*, and the
6 infringing albums, *The Pinkprint* and *Ransom* mixtape.

7 255. Upon accessing Johnson's Composition, Sound Recording, and/or
8 infringing derivative, Dean took and continues to take, use, usurp, copy, make derivative
9 works of, and publicly perform Johnson's Composition and/or Sound Recording
10 knowing she did not write, create, author, arrange, compose, or produce the Composition
11 and/or Sound Recording which is/are incorporated into Defendants' infringing work, *I*
12 *Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

13 256. Dean never sought to secure a license or other permission from Johnson
14 herein and never obtained any permission from Johnson herein.

15 257. On information and belief, DDD obtained access to Johnson's Composition,
16 Sound Recording, and/or infringing derivative and thereafter proceeded to copy,
17 misappropriate, and/or incorporate its musical and/or lyrical contribution into the
18 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

19 258. Upon accessing Johnson's Composition, Sound Recording, and/or
20 infringing derivative, DDD took and continues to take, use, usurp, copy, make derivative
21 works of, and publicly perform Johnson's Composition and/or Sound Recording

1 knowing it did not write, create, author, arrange, compose, or produce the Composition
2 and/or Sound Recording which is/are incorporated into Defendants' infringing work, *I*
3 *Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

4 259. DDD never sought to secure a license or other permission from Johnson
5 and never obtained any permission from Johnson.

6 260. On information and belief, Bell had access to Johnson's Composition,
7 Sound Recording, and/or infringing derivative when he copied, took, used,
8 misappropriated, and incorporated it/them into the infringing work, *I Lied*, and the
9 infringing albums, *The Pinkprint* and *Ransom* mixtape.

10 261. Upon accessing Johnson's Composition, Sound Recording, and/or
11 infringing derivative, Bell took and continues to take, use, usurp, copy, make derivative
12 works of, and publicly perform Johnson's Composition and/or Sound Recording
13 knowing he did not write, create, author, arrange, compose, or produce the Composition
14 and/or Sound Recording which is/are incorporated into Defendants' infringing work, *I*
15 *Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

16 262. Bell never sought to secure a license or other permission from Johnson
17 herein and never obtained any permission from Johnson herein.

18 263. On information and belief, DOES 1-10 had access to Johnson's
19 Composition, Sound Recording, and/or infringing derivative when they copied, took,
20 used, misappropriated, and incorporated it/them into the infringing work, *I Lied*, and the
21 infringing albums, *The Pinkprint* and *Ransom* mixtape.

1 264. Upon accessing Johnson's Composition, Sound Recording, and/or
2 infringing derivative, DOES 1-10 took and continues to take, use, usurp, copy, make
3 derivative works of, and publicly perform Johnson's Composition and/or Sound
4 Recording knowing they did not write, create, author, arrange, compose, or produce the
5 Composition and/or Sound Recording which is/are incorporated into Defendants'
6 infringing work, *I Lied*, and the infringing albums, *The Pinkprint* and *Ransom* mixtape.

7 265. DOES 1-10 never sought to secure a license or other permission from
8 Johnson herein and never obtained any permission from Johnson herein.

9 266. Despite the foregoing, Minaj, among other things, prepared the infringing
10 work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,
11 and/or infringing derivative, thereby infringing Johnson's exclusive rights under the
12 Copyright Act.

13 267. Despite the foregoing, Harajuku, among other things, prepared the
14 infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound
15 Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights
16 under the Copyright Act.

17 268. Despite the foregoing, SOU, among other things, prepared the infringing
18 work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,
19 and/or infringing derivative, thereby infringing Johnson's exclusive rights under the
20 Copyright Act.

1 269. Despite the foregoing, UMG, among other things, prepared the infringing
2 work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,
3 and/or infringing derivative, thereby infringing Johnson's exclusive rights under the
4 Copyright Act.

5 270. Despite the foregoing, WB Music, among other things, prepared the
6 infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound
7 Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights
8 under the Copyright Act.

9 271. Despite the foregoing, Williams, among other things, prepared the
10 infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound
11 Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights
12 under the Copyright Act.

13 272. Despite the foregoing, Eardrums, among other things, prepared the
14 infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound
15 Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights
16 under the Copyright Act.

17 273. Despite the foregoing, Skooly, among other things, prepared the infringing
18 work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,
19 and/or infringing derivative, thereby infringing Johnson's exclusive rights under the
20 Copyright Act.

1 274. Despite the foregoing, Money Mack, among other things, prepared the
2 infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound
3 Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights
4 under the Copyright Act.

5 275. Despite the foregoing, Dean, among other things, prepared the infringing
6 work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,
7 and/or infringing derivative, thereby infringing Johnson's exclusive rights under the
8 Copyright Act.

9 276. Despite the foregoing, DDD, among other things, prepared the infringing
10 work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,
11 and/or infringing derivative, thereby infringing Johnson's exclusive rights under the
12 Copyright Act.

13 277. Despite the foregoing, Bell, among other things, prepared the infringing
14 work, *I Lied*, using Johnson's copyright protected Composition, Sound Recording,
15 and/or infringing derivative, thereby infringing Johnson's exclusive rights under the
16 Copyright Act.

17 278. Despite the foregoing, DOES 1-10, among other things, prepared the
18 infringing work, *I Lied*, using Johnson's copyright protected Composition, Sound
19 Recording, and/or infringing derivative, thereby infringing Johnson's exclusive rights
20 under the Copyright Act.

1 279. Minaj individually or collectively reproduced the infringing work, *I Lied*,
2 published and performed it thereby infringing Johnson's exclusive rights under the
3 Copyright Act.

4 280. Harajuku on its own or collectively reproduced the infringing work, *I Lied*,
5 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
6 thereby infringing Johnson's exclusive rights under the Copyright Act.

7 281. SOU on its own or collectively reproduced the infringing work, *I Lied*,
8 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
9 thereby infringing Johnson's exclusive rights under the Copyright Act.

10 282. UMG on its own or collectively reproduced the infringing work, *I Lied*,
11 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
12 thereby infringing Johnson's exclusive rights under the Copyright Act.

13 283. WB Music on its own or collectively reproduced the infringing work, *I Lied*,
14 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
15 thereby infringing Johnson's exclusive rights under the Copyright Act.

16 284. Williams individually or collectively reproduced the infringing work, *I Lied*,
17 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
18 thereby infringing Johnson's exclusive rights under the Copyright Act.

19 285. Eardrums on its own or collectively reproduced the infringing work, *I*
20 *Lied*, distributed it, published it, broadcast it, performed, or caused or contributed to the
21 same, thereby infringing Johnson's exclusive rights under the Copyright Act.

1 286. Skooly individually or collectively reproduced the infringing work, *I Lied*,
2 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
3 thereby infringing Johnson's exclusive rights under the Copyright Act.

4 287. Money Mack on its own or collectively reproduced the infringing work, *I*
5 *Lied*, distributed it, published it, broadcast it, performed, or caused or contributed to the
6 same, thereby infringing Johnson's exclusive rights under the Copyright Act.

7 288. Dean individually or collectively reproduced the infringing work, *I Lied*,
8 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
9 thereby infringing Johnson's exclusive rights under the Copyright Act.

10 289. DDD on its own or collectively reproduced the infringing work, *I Lied*,
11 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
12 thereby infringing Johnson's exclusive rights under the Copyright Act.

13 290. Bell individually or collectively reproduced the infringing work, *I Lied*,
14 distributed it, published it, broadcast it, performed, or caused or contributed to the same,
15 thereby infringing Johnson's exclusive rights under the Copyright Act.

16 291. DOES 1-10 individually or collectively reproduced the infringing work, *I*
17 *Lied*, distributed it, published it, broadcast it, performed, or caused or contributed to the
18 same, thereby infringing Johnson's exclusive rights under the Copyright Act.

19 292. Minaj was and/or is contractually engaged in the production, manufacture,
20 and worldwide distribution of musical works written and/or produced by other
21

1 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
2 infringing albums, *The Pinkprint* and *Ransom* mixtape.

3 293. Harajuku was and/or is contractually engaged in the production,
4 manufacture, and worldwide distribution of musical works written and/or produced by
5 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
6 infringing albums, *The Pinkprint* and *Ransom* mixtape.

7 294. SOU was and/or is contractually engaged in the production, manufacture,
8 and worldwide distribution of musical works written and/or produced by other
9 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
10 infringing albums, *The Pinkprint* and *Ransom* mixtape.

11 295. UMG was and/or is contractually engaged in the production, manufacture,
12 and worldwide distribution of musical works written and/or produced by other
13 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
14 infringing albums, *The Pinkprint* and *Ransom* mixtape.

15 296. WB Music was and/or is contractually engaged in the production,
16 manufacture, and worldwide distribution of musical works written and/or produced by
17 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
18 infringing albums, *The Pinkprint* and *Ransom* mixtape.

19 297. Williams was and/or is contractually engaged in the production,
20 manufacture, and worldwide distribution of musical works written and/or produced by
21

1 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
2 infringing albums, *The Pinkprint* and *Ransom* mixtape.

3 298. Eardrums was and/or is contractually engaged in the production,
4 manufacture, and worldwide distribution of musical works written and/or produced by
5 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
6 infringing albums, *The Pinkprint* and *Ransom* mixtape.

7 299. Skooly was and/or is contractually engaged in the production, manufacture,
8 and worldwide distribution of musical works written and/or produced by other
9 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
10 infringing albums, *The Pinkprint* and *Ransom* mixtape.

11 300. Money Mack was and/or is contractually engaged in the production,
12 manufacture, and worldwide distribution of musical works written and/or produced by
13 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
14 infringing albums, *The Pinkprint* and *Ransom* mixtape.

15 301. Dean was and/or is contractually engaged in the production, manufacture,
16 and worldwide distribution of musical works written and/or produced by other
17 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
18 infringing albums, *The Pinkprint* and *Ransom* mixtape.

19 302. DDD was and/or is contractually engaged in the production, manufacture,
20 and worldwide distribution of musical works written and/or produced by other
21

1 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
2 infringing albums, *The Pinkprint* and *Ransom* mixtape.

3 303. Bell was and/or is contractually engaged in the production, manufacture,
4 and worldwide distribution of musical works written and/or produced by other
5 Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
6 infringing albums, *The Pinkprint* and *Ransom* mixtape.

7 304. DOES 1-10 was and/or is contractually engaged in the production,
8 manufacture, and worldwide distribution of musical works written and/or produced by
9 other Defendants including, but not limited to, Defendants' infringing work, *I Lied*, and
10 infringing albums, *The Pinkprint* and *Ransom* mixtape.

11 305. As detailed above, Defendants' unlawful taking and copying of Johnson's
12 Composition and/or Sound Recording, demonstrates Defendants' individual or
13 collective willful, malicious, intentional, and deliberate efforts to unlawfully
14 misappropriate, and use Johnson's copyright protected Composition and/or Sound
15 Recording with complete disregard for Johnson's rights and constitutes a brazen
16 violation of the Copyright Act.

17 306. Minaj knew or should have known that other Defendants' writing, creation,
18 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,
19 misappropriated, and implemented Johnson's copyright protected Composition and/or
20 Sound Recording without Johnson's knowledge or consent and without due and lawful
21 credit and compensation to Johnson for same.

1 307. Harajuku knew or should have known that other Defendants' writing,
2 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,
3 usurped, misappropriated, and implemented Johnson's copyright protected Composition
4 and/or Sound Recording without Johnson's knowledge or consent and without due and
5 lawful credit and compensation to Johnson for same.

6 308. SOU knew or should have known that other Defendants' writing, creation,
7 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,
8 misappropriated, and implemented Johnson's copyright protected Composition and/or
9 Sound Recording without Johnson's knowledge or consent and without due and lawful
10 credit and compensation to Johnson for same.

11 309. UMG knew or should have known that other Defendants' writing, creation,
12 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,
13 misappropriated, and implemented Johnson's copyright protected Composition and/or
14 Sound Recording without Johnson's knowledge or consent and without due and lawful
15 credit and compensation to Johnson for same.

16 310. WB Music knew or should have known that other Defendants' writing,
17 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,
18 usurped, misappropriated, and implemented Johnson's copyright protected Composition
19 and/or Sound Recording without Johnson's knowledge or consent and without due and
20 lawful credit and compensation to Johnson for same.

1 311. Williams knew or should have known that other Defendants' writing,
2 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,
3 usurped, misappropriated, and implemented Johnson's copyright protected Composition
4 and/or Sound Recording without Johnson's knowledge or consent and without due and
5 lawful credit and compensation to Johnson for same.

6 312. Eardrums knew or should have known that other Defendants' writing,
7 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,
8 usurped, misappropriated, and implemented Johnson's copyright protected Composition
9 and/or Sound Recording without Johnson's knowledge or consent and without due and
10 lawful credit and compensation to Johnson for same.

11 313. Skooly knew or should have known that other Defendants' writing, creation,
12 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,
13 misappropriated, and implemented Johnson's copyright protected Composition and/or
14 Sound Recording without Johnson's knowledge or consent and without due and lawful
15 credit and compensation to Johnson for same.

16 314. Money Mack knew or should have known that other Defendants' writing,
17 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,
18 usurped, misappropriated, and implemented Johnson's copyright protected Composition
19 and/or Sound Recording without Johnson's knowledge or consent and without due and
20 lawful credit and compensation to Johnson for same.

1 315. Dean knew or should have known that other Defendants' writing, creation,
2 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,
3 misappropriated, and implemented Johnson's copyright protected Composition and/or
4 Sound Recording without Johnson's knowledge or consent and without due and lawful
5 credit and compensation to Johnson for same.

6 316. DDD knew or should have known that other Defendants' writing, creation,
7 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,
8 misappropriated, and implemented Johnson's copyright protected Composition and/or
9 Sound Recording without Johnson's knowledge or consent and without due and lawful
10 credit and compensation to Johnson for same.

11 317. Bell knew or should have known that other Defendants' writing, creation,
12 and production of Defendants' infringing work, *I Lied*, contained, took, used, usurped,
13 misappropriated, and implemented Johnson's copyright protected Composition and/or
14 Sound Recording without Johnson's knowledge or consent and without due and lawful
15 credit and compensation to Johnson for same.

16 318. DOES 1-10 knew or should have known that other Defendants' writing,
17 creation, and production of Defendants' infringing work, *I Lied*, contained, took, used,
18 usurped, misappropriated, and implemented Johnson's copyright protected Composition
19 and/or Sound Recording without Johnson's knowledge or consent and without due and
20 lawful credit and compensation to Johnson for same.

1 319. Minaj knew or should have known of the striking similarities (or at least
2 substantial similarities) Johnson's Composition and/or Sound Recording and
3 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
4 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

5 320. Harajuku knew or should have known of the striking similarities (or at least
6 substantial similarities) Johnson's Composition and/or Sound Recording and
7 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
8 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

9 321. SOU knew or should have known of the striking similarities (or at least
10 substantial similarities) Johnson's Composition and/or Sound Recording and
11 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
12 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

13 322. UMG knew or should have known of the striking similarities (or at least
14 substantial similarities) Johnson's Composition and/or Sound Recording and
15 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
16 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

17 323. WB Music knew or should have known of the striking similarities (or at
18 least substantial similarities) Johnson's Composition and/or Sound Recording and
19 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
20 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

1 324. Williams knew or should have known of the striking similarities (or at least
2 substantial similarities) Johnson's Composition and/or Sound Recording and
3 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
4 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

5 325. Eardrums knew or should have known of the striking similarities (or at
6 least substantial similarities) Johnson's Composition and/or Sound Recording and
7 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
8 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

9 326. Skooly knew or should have known of the striking similarities (or at least
10 substantial similarities) Johnson's Composition and/or Sound Recording and
11 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
12 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

13 327. Money Mack knew or should have known of the striking similarities (or at
14 least substantial similarities) Johnson's Composition and/or Sound Recording and
15 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
16 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

17 328. Dean knew or should have known of the striking similarities (or at least
18 substantial similarities) Johnson's Composition and/or Sound Recording and
19 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
20 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

1 329. DDD knew or should have known of the striking similarities (or at least
2 substantial similarities) Johnson's Composition and/or Sound Recording and
3 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
4 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

5 330. Bell knew or should have known of the striking similarities (or at least
6 substantial similarities) Johnson's Composition and/or Sound Recording and
7 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
8 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

9 331. DOES 1-10 knew or should have known of the striking similarities (or at
10 least substantial similarities) Johnson's Composition and/or Sound Recording and
11 Defendants' infringing work, *I Lied*, that is contained in, used in, taken, copied,
12 misappropriated, and implemented by Defendants in Defendants' infringing work, *I Lied*.

13 332. Defendants have continued to further authorize and execute the
14 manufacturing of worldwide distribution of all medium formats of Defendants'
15 infringing work, *I Lied*, and their infringing album, *The Pinkprint* including, but not
16 limited to: singles, albums, records, CDs, DVDs, internet streams, and/or concert
17 performances and the like, substantially utilizing, taking, copying, and misappropriating
18 Johnson's copyright protected Composition and Sound/Recording in and as part of
19 Defendants' infringing work, *I Lied*, and their infringing album, *The Pinkprint* and
20 *Ransom* mixtape throughout the world.
21

1 333. Johnson's Composition and/or Sound Recording was/were taken, copied,
2 used, and misappropriated by Defendants without the opportunity for Johnson to agree
3 to confer the benefit of consent to Defendants to copy, use, take, implement, or create
4 derivative works from Johnson's copyright protected Composition and/or Sound
5 Recording.

6 334. As a direct result of the writing, creation, production, release, marketing,
7 promotion, sales, performances, licensing, and/or distribution of Defendants' infringing
8 work, *I Lied*, and their infringing album, *The Pinkprint*, Defendants herein received and
9 accepted, and continue to receive and accept financial enrichment, financial gains,
10 financial profits, monies, income and/or revenues from the writing, production, sale, and
11 worldwide distribution of Defendants' infringing work, and further receive and continue
12 to receive the same unjustly and to the financial detriment and expense of Johnson as set
13 forth herein.

14 335. As a direct result of the writing, creation, production, release, marketing,
15 promotion, sales, performances, licensing, and/or distribution of Defendants' infringing
16 work, *I Lied*, and the infringing *Ransom* mixtape, Defendants herein received and
17 accepted, and continue to receive and accept financial enrichment, financial gains,
18 financial profits, monies, income and/or revenues from the writing, production, sale, and
19 worldwide distribution of Defendants' infringing work, and further receive and continue
20 to receive the same unjustly and to the financial detriment and expense of Johnson as set
21 forth herein.

1 343. On information and belief, Minaj has a direct financial interest in *I Lied* and
2 the *Ransom* mixtape.

3 344. To the extent that Harajuku did not engage in the direct infringement of
4 Johnson's Composition and/or Sound Recording, Harajuku is vicariously liable for the
5 copyright infringement alleged above because it had the right and ability to control the
6 infringing conduct.

7 345. Harajuku failed to take reasonable measures to avoid copyright
8 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and
9 *Ransom*.

10 346. Harajuku has a direct financial interest in *I Lied* and the *Pinkprint*.

11 347. On information and belief, Harajuku has a direct financial interest in *I Lied*
12 and the *Ransom* mixtape.

13 348. To the extent that SOU did not engage in the direct infringement of
14 Johnson's Composition and/or Sound Recording, SOU is vicariously liable for the
15 copyright infringement alleged above because it had the right and ability to control the
16 infringing conduct.

17 349. SOU failed to take reasonable measures to avoid copyright infringement in
18 the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

19 350. SOU has a direct financial interest in *I Lied* and the *Pinkprint*.

20 351. On information and belief, SOU has a direct financial interest in *I Lied* and
21 the *Ransom* mixtape.

1 352. To the extent that UMG did not engage in the direct infringement of
2 Johnson's Composition and/or Sound Recording, UMG is vicariously liable for the
3 copyright infringement alleged above because it had the right and ability to control the
4 infringing conduct.

5 353. UMG failed to take reasonable measures to avoid copyright infringement
6 in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

7 354. UMG has a direct financial interest in *I Lied* and the *Pinkprint*.

8 355. On information and belief, UMG had a direct financial interest in *I Lied*
9 and the *Ransom* mixtape.

10 356. To the extent that WB Music did not engage in the direct infringement of
11 Johnson's Composition and/or Sound Recording, WB Music is vicariously liable for the
12 copyright infringement alleged above because it had the right and ability to control the
13 infringing conduct.

14 357. WB Music failed to take reasonable measures to avoid copyright
15 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and
16 *Ransom*.

17 358. WB Music has a direct financial interest in *I Lied* and the *Pinkprint*.

18 359. On information and belief, WB Music has a direct financial interest in *I*
19 *Lied* and the *Ransom* mixtape.

20 360. To the extent that Williams did not engage in the direct infringement of
21 Johnson's Composition and/or Sound Recording, Williams is vicariously liable for the

1 copyright infringement alleged above because he had the right and ability to control the
2 infringing conduct.

3 361. Williams failed to take reasonable measures to avoid copyright
4 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and
5 the *Ransom* mixtape.

6 362. Williams has a direct financial interest in *I Lied* and the *Pinkprint*.

7 363. Williams has a direct financial interest in *I Lied* and the *Ransom* mixtape.

8 364. To the extent that Eardrums did not engage in the direct infringement
9 of Johnson's Composition and/or Sound Recording, Eardrums is vicariously liable
10 for the copyright infringement alleged above because it had the right and ability to
11 control the infringing conduct.

12 365. Eardrums failed to take reasonable measures to avoid copyright
13 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and
14 *Ransom*.

15 366. Eardrums has a direct financial interest in *I Lied* and the *Pinkprint*.

16 367. On information and belief, Eardrums has a direct financial interest in *I*
17 *Lied* and the *Ransom* mixtape.

18 368. To the extent that Skooly did not engage in the direct infringement of
19 Johnson's Composition and/or Sound Recording, Skooly is vicariously liable for the
20 copyright infringement alleged above, because on information and belief, he had the
21 right and ability to control the infringing conduct.

1 369. Skooly failed to take reasonable measures to avoid copyright infringement
2 in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

3 370. Skooly has a direct financial interest in *I Lied* and the *Pinkprint*.

4 371. Skooly has a direct financial interest in *I Lied* and the *Ransom* mixtape.

5 372. To the extent Money Mack did not engage in the direct infringement of
6 Johnson's Composition and/or Sound Recording, Money Mack is vicariously liable for
7 the copyright infringement alleged above because it had the right and ability to control
8 the infringing conduct.

9 373. Money Mack failed to take reasonable measures to avoid copyright
10 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and
11 *Ransom*.

12 374. Money Mack has a direct financial interest in *I Lied* and the *Pinkprint*.

13 375. On information and belief, Money Mack has a direct financial interest in *I*
14 *Lied* and the *Ransom* mixtape.

15 376. To the extent Dean did not engage in the direct infringement of Johnson's
16 Composition and/or Sound Recording, Dean is vicariously liable for the copyright
17 infringement alleged above, because on information and belief, she had the right and
18 ability to control the infringing conduct.

19 377. Dean failed to take reasonable measures to avoid copyright infringement in
20 the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

21 378. Dean has a direct financial interest in *I Lied* and the *Pinkprint*.

1 379. On information and belief, Dean has a direct financial interest in *I Lied* and
2 the *Ransom* mixtape.

3 380. To the extent DDD did not engage in the direct infringement of Johnson's
4 Composition and/or Sound Recording, DDD is vicariously liable for the copyright
5 infringement alleged above, because on information and belief, it had the right and
6 ability to control the infringing conduct.

7 381. DDD failed to take reasonable measures to avoid copyright infringement in
8 the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

9 382. DDD has a direct financial interest in *I Lied* and the *Pinkprint*.

10 383. On information and belief, DDD has a direct financial interest in *I Lied* the
11 *Ransom* mixtape.

12 384. To the extent Bell did not engage in the direct infringement of Johnson's
13 Composition and/or Sound Recording, Bell is vicariously liable for the copyright
14 infringement alleged above because he had the right and ability to control the infringing
15 conduct.

16 385. Bell failed to take reasonable measures to avoid copyright infringement in
17 the production, manufacture, and/or release of *I Lied*, the *Pinkprint*, and *Ransom*.

18 386. Bell has a direct financial interest in *I Lied* and the *Pinkprint*.

19 387. On information and belief, Bell has a direct financial interest in *I Lied* and
20 the *Ransom* mixtape.

1 388. To the extent DOES 1-10 did not engage in the direct infringement of
2 Johnson's Composition and/or Sound Recording, DOES 1-10 are vicariously liable for
3 the copyright infringement alleged above because they had the right and ability to
4 control the infringing conduct.

5 389. DOES 1-10 failed to take reasonable measures to avoid copyright
6 infringement in the production, manufacture, and/or release of *I Lied*, the *Pinkprint*,
7 and/or *Ransom*.

8 390. DOES 1-10 has/have a direct financial interest in *I Lied* and the *Pinkprint*.

9 391. On information and belief, DOES 1-10 has/have had a direct financial
10 interest in *I Lied* and the *Ransom* mixtape.

11 392. On information and belief, Minaj maintained and continues to maintain and
12 have or own a significant degree of contractual and/or financial interest in the underlying
13 and/or resulting legal ownership rights including, but not limited to, those obtained
14 through copyright protections initiated and/or held, individually or jointly, by one or
15 more of the Defendants and/or by any third parties related thereto, in connection with
16 the creating, producing, marketing, selling, releasing, performing, broadcasting, and/or
17 distributing of Defendants' infringing work, *I Lied*; their infringing album, *The*
18 *Pinkprint*; and/or the *Ransom* mixtape.

19 393. On information and belief, Harajuku maintained and continues to maintain
20 and have or own a significant degree of contractual and/or financial interest in any and
21 all underlying and/or resulting legal ownership rights including, but not limited to, those

1 obtained through copyright protections initiated and/or held, individually or jointly, by
2 one or more of the Defendants and/or by any third parties related thereto, in connection
3 with the creating, producing, marketing, selling, releasing, performing and/or
4 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*
5 *Pinkprint* and *Ransom* mixtape.

6 394. On information and belief, SOU maintained and continues to maintain and
7 have or own a significant degree of contractual and/or financial interest in any and all
8 underlying and/or resulting legal ownership rights including, but not limited to, those
9 obtained through copyright protections initiated and/or held, individually or jointly, by
10 one or more of the Defendants and/or by any third parties related thereto, in connection
11 with the creating, producing, marketing, selling, releasing, performing and/or
12 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*
13 *Pinkprint* and *Ransom* mixtape.

14 395. On information and belief, UMG maintained and continues to maintain and
15 have or own a significant degree of contractual and/or financial interest in any and all
16 underlying and/or resulting legal ownership rights including, but not limited to, those
17 obtained through copyright protections initiated and/or held, individually or jointly, by
18 one or more of the Defendants and/or by any third parties related thereto, in connection
19 with the creating, producing, marketing, selling, releasing, performing and/or
20 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*
21 *Pinkprint* and *Ransom* mixtape.

1 396. On information and belief, WB Music maintained and continues to
2 maintain and have or own a significant degree of contractual and/or financial interest in
3 any and all underlying and/or resulting legal ownership rights including, but not limited
4 to, those obtained through copyright protections initiated and/or held, individually or
5 jointly, by one or more of the Defendants and/or by any third parties related thereto, in
6 connection with the creating, producing, marketing, selling, releasing, performing
7 and/or distributing of Defendants' infringing work, *I Lied* and their infringing album,
8 *The Pinkprint* and *Ransom* mixtape.

9 397. On information and belief, Williams maintained and continues to maintain
10 and have or own a significant degree of contractual and/or financial interest in any and
11 all underlying and/or resulting legal ownership rights including, but not limited to, those
12 obtained through copyright protections initiated and/or held, individually or jointly, by
13 one or more of the Defendants and/or by any third parties related thereto, in connection
14 with the creating, producing, marketing, selling, releasing, performing and/or
15 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*
16 *Pinkprint* and *Ransom* mixtape.

17 398. On information and belief, Eardrums maintained and continues to
18 maintain and have or own a significant degree of contractual and/or financial interest in
19 any and all underlying and/or resulting legal ownership rights including, but not limited
20 to, those obtained through copyright protections initiated and/or held, individually or
21 jointly, by one or more of the Defendants and/or by any third parties related thereto, in

1 connection with the creating, producing, marketing, selling, releasing, performing
2 and/or distributing of Defendants' infringing work, *I Lied* and their infringing album,
3 *The Pinkprint* and *Ransom* mixtape.

4 399. On information and belief, Skooly maintained and continues to maintain
5 and have or own a significant degree of contractual and/or financial interest in any and
6 all underlying and/or resulting legal ownership rights including, but not limited to, those
7 obtained through copyright protections initiated and/or held, individually or jointly, by
8 one or more of the Defendants and/or by any third parties related thereto, in connection
9 with the creating, producing, marketing, selling, releasing, performing and/or
10 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*
11 *Pinkprint* and *Ransom* mixtape.

12 400. On information and belief, Money Mack maintained and continues to
13 maintain and have or own a significant degree of contractual and/or financial interest in
14 any and all underlying and/or resulting legal ownership rights including, but not limited
15 to, those obtained through copyright protections initiated and/or held, individually or
16 jointly, by one or more of the Defendants and/or by any third parties related thereto, in
17 connection with the creating, producing, marketing, selling, releasing, performing
18 and/or distributing of Defendants' infringing work, *I Lied* and their infringing album,
19 *The Pinkprint* and *Ransom* mixtape.

20 401. On information and belief, Dean maintained and continues to maintain and
21 have or own a significant degree of contractual and/or financial interest in any and all

1 underlying and/or resulting legal ownership rights including, but not limited to, those
2 obtained through copyright protections initiated and/or held, individually or jointly, by
3 one or more of the Defendants and/or by any third parties related thereto, in connection
4 with the creating, producing, marketing, selling, releasing, performing and/or
5 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*
6 *Pinkprint* and *Ransom* mixtape.

7 402. On information and belief, DDD maintained and continues to maintain and
8 have or own a significant degree of contractual and/or financial interest in any and all
9 underlying and/or resulting legal ownership rights including, but not limited to, those
10 obtained through copyright protections initiated and/or held, individually or jointly, by
11 one or more of the Defendants and/or by any third parties related thereto, in connection
12 with the creating, producing, marketing, selling, releasing, performing and/or
13 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*
14 *Pinkprint* and *Ransom* mixtape.

15 403. On information and belief, Bell maintained and continues to maintain and
16 have or own a significant degree of contractual and/or financial interest in any and all
17 underlying and/or resulting legal ownership rights including, but not limited to, those
18 obtained through copyright protections initiated and/or held, individually or jointly, by
19 one or more of the Defendants and/or by any third parties related thereto, in connection
20 with the creating, producing, marketing, selling, releasing, performing and/or
21

1 distributing of Defendants' infringing work, *I Lied* and their infringing album, *The*
2 *Pinkprint* and *Ransom* mixtape.

3 404. On information and belief, DOES 1-10 maintained and continues to
4 maintain and have or own a significant degree of contractual and/or financial interest in
5 any and all underlying and/or resulting legal ownership rights including, but not limited
6 to, those obtained through copyright protections initiated and/or held, individually or
7 jointly, by one or more of the Defendants and/or by any third parties related thereto, in
8 connection with the creating, producing, marketing, selling, releasing, performing
9 and/or distributing of Defendants' infringing work, *I Lied* and their infringing album,
10 *The Pinkprint* and *Ransom* mixtape.

11 405. As result of Defendant(s)' infringement, Johnson has sustained substantial
12 injury, loss, and damage in an amount to be determined at trial, and, on information and
13 belief, Defendants have derived substantial income and profits to which they are not
14 entitled.

15 406. As a result of Defendant(s)' actions, the infringing work, *I Lied*, is available
16 through multiple websites and/or streaming services hosted by Internet service providers
17 all of the world. If Defendants are permitted to continue to use the Composition and/or
18 Sound Recording, and/or not required to take reasonable steps to stop the continued
19 exploitation of the infringing work, Johnson will suffer injury that is not compensable
20 through an award of money damages, and for which he has no adequate remedy at law.

21 **COUNT III**

THIRD AMENDED COMPLAINT

2:23-cv-05061-PA-AFM

CONTRIBUTORY COPYRIGHT INFRINGEMENT

407. Johnson repeats and realleges the allegations contained in Paragraphs 1 through 406 of the Complaint as if fully set forth herein.

408. To the extent that Minaj did not engage in the direct infringement of Johnson's Composition and/or Sound Recording, on information and belief, Minaj knowingly induced, participated in, or aided and abetted the copyright infringement alleged above.

409. To the extent that Minaj did not engage in the direct infringement of Johnson's Composition and/or Sound Recording, Minaj knew or had reason to know of the copyright infringement alleged above.

410. To the extent that Harajuku did not engage in the direct infringement of Johnson's Composition and/or Sound Recording, on information and belief, Harajuku knowingly induced, participated in, or aided and abetted the copyright infringement alleged above.

411. To the extent that Harajuku did not engage in the direct infringement of Johnson's Composition and/or Sound Recording, Harajuku knew or had reason to know of the copyright infringement alleged above.

412. To the extent that SOU did not engage in the direct infringement of Johnson's Composition and/or Sound Recording, on information and belief, SOU knowingly induced, participated in, or aided and abetted the copyright infringement alleged above.

1 413. To the extent that SOU did not engage in the direct infringement of
2 Johnson's Composition and/or Sound Recording, SOU knew or had reason to know of
3 the copyright infringement alleged above.

4 414. To the extent that UMG did not engage in the direct infringement of
5 Johnson's Composition and/or Sound Recording, on information and belief, UMG
6 knowingly induced, participated in, or aided and abetted the copyright infringement
7 alleged above.

8 415. To the extent that UMG did not engage in the direct infringement of
9 Johnson's Composition and/or Sound Recording, UMG knew or had reason to know of
10 the copyright infringement alleged above.

11 416. To the extent that WB Music did not engage in the direct infringement of
12 Johnson's Composition and/or Sound Recording, on information and belief, WB Music
13 knowingly induced, participated in, or aided and abetted the copyright infringement
14 alleged above.

15 417. To the extent that WB Music did not engage in the direct infringement of
16 Johnson's Composition and/or Sound Recording, WB Music knew or had reason to
17 know of the copyright infringement alleged above.

18 418. To the extent that Williams did not engage in the direct infringement of
19 Johnson's Composition and/or Sound Recording, on information and belief, Williams
20 knowingly induced, participated in, or aided and abetted the copyright infringement
21 alleged above.

1 419. To the extent that Williams did not engage in the direct infringement of
2 Johnson's Composition and/or Sound Recording, Williams knew or had reason to know
3 of the copyright infringement alleged above.

4 420. To the extent that Eardrums did not engage in the direct infringement
5 of Johnson's Composition and/or Sound Recording, on information and belief,
6 Eardrums knowingly induced, participated in, or aided and abetted the copyright
7 infringement alleged above.

8 421. To the extent that Eardrums did not engage in the direct infringement
9 of Johnson's Composition and/or Sound Recording, Eardrums knew or had reason
10 to know of the copyright infringement alleged above.

11 422. To the extent that Skooly did not engage in the direct infringement of
12 Johnson's Composition and/or Sound Recording, on information and belief, Skooly
13 knowingly induced, participated in, or aided and abetted the copyright infringement
14 alleged above.

15 423. To the extent that Skooly did not engage in the direct infringement of
16 Johnson's Composition and/or Sound Recording, Skooly knew or had reason to know
17 of the copyright infringement alleged above.

18 424. To the extent that Money Mack did not engage in the direct infringement
19 of Johnson's Composition and/or Sound Recording, on information and belief, Money
20 Mack knowingly induced, participated in, or aided and abetted the copyright
21 infringement alleged above.

1 425. To the extent that Money Mack did not engage in the direct infringement
2 of Johnson's Composition and/or Sound Recording, Money Mack had knew or reason
3 to know of the copyright infringement alleged above.

4 426. To the extent that Dean did not engage in the direct infringement of
5 Johnson's Composition and/or Sound Recording, on information and belief, Dean
6 knowingly induced, participated in, or aided and abetted the copyright infringement
7 alleged above.

8 427. To the extent that Dean did not engage in the direct infringement of
9 Johnson's Composition and/or Sound Recording, Dean knew or had reason to know of
10 the copyright infringement alleged above.

11 428. To the extent that DDD did not engage in the direct infringement of
12 Johnson's Composition and/or Sound Recording, on information and belief, Dat Damn
13 knowingly induced, participated in, or aided and abetted the copyright infringement
14 alleged above.

15 429. To the extent that DDD did not engage in the direct infringement of
16 Johnson's Composition and/or Sound Recording, DDD knew or had reason to know of
17 the copyright infringement alleged above.

18 430. To the extent that Bell did not engage in the direct infringement of
19 Johnson's Composition and/or Sound Recording, on information and belief, Bell
20 knowingly induced, participated in, or aided and abetted the copyright infringement
21 alleged above.

1 431. To the extent that Bell did not engage in the direct infringement of
2 Johnson's Composition and/or Sound Recording, Bell knew or had reason to know of
3 the copyright infringement alleged above.

4 432. To the extent that DOES 1-10 did not engage in the direct infringement of
5 Johnson's Composition and/or Sound Recording, on information and belief, DOES 1-
6 10 knowingly induced, participated in, or aided and abetted the copyright infringement
7 alleged above.

8 433. To the extent that DOES 1-10 did not engage in the direct infringement of
9 Johnson's Composition and/or Sound Recording, DOES 1-10 knew or had reason to
10 know of the copyright infringement alleged above.

11 434. By reason of the foregoing, some or all Defendants copied or aided in the
12 copying and performing of Johnson's Composition and/or Sound Recording in various
13 media without Johnson's permission.

14 435. Defendants undertook these actions both individually and jointly.
15 Defendants conspired and acted in concert with one another to accomplish their scheme
16 to commit such acts, which they knew would damage, violate, and infringe Johnson's
17 copyrights.

18 436. As a result of the Defendants' unlawful and deliberate conduct as set forth
19 above, Johnson has been, and will continue to be, damaged.

20 437. Defendants unlawful conduct, as set forth herein, was deliberate,
21 intentional, malicious, and willful.

439. Defendants' actions have caused and will continue to cause irreparable damage to Johnson, for which Johnson has no remedy at law. Unless Defendants are restrained by this court from continuing their infringement of Johnson's copyrights, these injuries will continue to occur in the future. Johnson is accordingly entitled to injunctive relief restraining Defendants from further infringement.

440. Johnson repeats and realleges the allegations contained in Paragraphs 1 through 439 of the Complaint as if fully set forth herein.

442. Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 is/are aware that CMI is used to identify the owners of and to protect digital music/works.

1 444. Each of Johnson's musical works contained on his hard drive contained
2 CMI including but not limited to Johnson's name and/or pseudonym, song title, file
3 name, and/or meta data which was conveyed in connection with Johnson's musical
4 works.

5 445. On information and belief, Exhibit E contains a partial listing of musical
6 works contained on Johnson's hard drive (along with CMI) when it was improperly
7 obtained and possessed by some or all Defendants.

8 446. Given expert forensic musicologist, Dr. Tomaro's conclusion that
9 Johnson's Works and the infringing work are striking similar, Johnson believes that
10 since some or all Defendants removed and falsified CMI on Johnson's Infringed Works
11 (*OnMySleeve*), that it highly likely that Defendants did the same with his other musical
12 works contained on his hard drive, including those identified at Exhibit E.

13 447. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,
14 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10
15 either separately or in concert with each other intentionally removed Johnson's CMI
16 from his musical works.

17 448. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,
18 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10
19 knew, or had reason to know, that such removal and/or alteration of CMI would induce,
20 enable, facilitate, or conceal responsible Defendant(s)' infringement of Johnson's
21

1 copyrights because each Defendant is familiar with CMI, its purposes, and use CMI to
2 protect their own copyrightable works.

3 449. On information and belief, after obtaining access to Johnson's musical
4 works on the hard drive, Maraj, Harajuku, UMG, SOU, WB Music, Williams,
5 Eardrums, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10, either
6 separately or in concert with each other, intentionally and knowingly provided false CMI
7 (at the very least, false identification of authorship, song title, and/or file names) in
8 connection with Johnson's musical works.

9 450. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,
10 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10,
11 either separately or in concert with each other, intentionally and knowingly distributed
12 false CMI (at the very least, false identification of authorship, song title, and/or file
13 names) in connection with Johnson's musical works internally among Defendants and/or
14 to other third-parties.

15 451. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,
16 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10,
17 either separately or in concert with each other, knew that the CMI it conveyed in
18 connection with Johnson's musical works was false because Maraj, Harajuku, UMG,
19 SOU, WB Music, Williams, Eardrums, Skooly, Money Mack, Dean, DDD, Bell,
20 and/or DOES 1-10 knew that they were not the true author(s) and copyright owner(s) of
21 the musical works.

1 452. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,
2 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10,
3 either separately or in concert with each other, knowingly provided such false CMI and
4 distributed such false CMI in connection with the Johnson's musical works.

5 453. On information and belief, Maraj, Harajuku, UMG, SOU, WB Music,
6 Williams, Eardrums, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10
7 knowingly distributed Johnson's musical works or copies of Johnson's musical works
8 with the knowledge that the CMI had been removed.

9 454. Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrums,
10 Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 knew or had reason to know
11 that the aforementioned actions would induce, enable, facilitate, or conceal the
12 infringement of Johnson's copyrights.

13 455. Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrums, Skooly,
14 Money Mack, Dean, DDD, Bell, and/or DOES 1-10 engaged in the aforementioned
15 conduct with the intent to induce, enable, facilitate, or conceal the infringement of
16 Johnson's copyrights.

17 456. Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrums, Skooly,
18 Money Mack, Dean, DDD, Bell, and/or DOES 1-10 engaged in the above unlawful
19 conduct without the consent or authorization of Johnson.

20 457. As a result of Maraj's, Harajuku's, UMG's, SOU's, WB Music's,
21 Williams's, Eardrums's, Skooly's, Money Mack's, Dean's, DDD's, Bell's, and/or

DOES 1-10 wrongful acts as alleged herein, Johnson has sustained significant injury and monetary damages.

COUNT V
CONTRIBUTORY LIABILITY UNDER 17 U.S.C. § 1202 *et seq.*

458. Johnson repeats and realleges the allegations contained in Paragraphs 1 through 457 of the Complaint as if fully set forth herein.

459. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 is/are not directly responsible for the DMCA violations above, Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 had actual or constructive knowledge of the DMCA violations alleged above.

460. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 is/are not directly responsible for the DMCA violations above, on information and belief, Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 knowingly induced, participated in, or aided and abetted the violations of the DMCA alleged above.

461. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 is/are not directly responsible for the DMCA violations above, on information and belief, Maraj, Harajuku, UMG, SOU, WB Music, Williams, Eardrummers, Skooly, Money Mack,

1 Dean, DDD, Bell, and/or DOES 1-10 knew or had reason to know of the violations of
2 the DMCA alleged above.

3 462. By reason of the foregoing, some or all Defendants aided in the DMCA
4 violations alleged above without Johnson's permission.

5 463. Defendants undertook these actions both individually and jointly.
6 Defendants conspired and acted in concert with one another to accomplish their scheme
7 to commit such acts, which they knew or had reason to know would damage, violate,
8 and infringe Johnson's copyrights.

9 464. Defendants unlawful conduct, as set forth herein, was deliberate,
10 intentional, malicious, and willful.

11 465. As a result of the Defendants' unlawful and deliberate conduct as set forth
12 above, Johnson has been, and will continue to be, damaged.

13 466. As a result of Defendants' unlawful conduct as set forth herein, all
14 Defendants are jointly and severally liable.

15 **COUNT VI**
16 **VICARIOUS LIABILITY UNDER 17 U.S.C. § 1202 *et seq.***

17 467. Johnson repeats and realleges the allegations contained in Paragraphs 1
18 through 466 of the Complaint as if fully set forth herein.

19 468. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams,
20 Eardrums, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 is/are not
21 directly responsible for the DMCA violations above, Maraj, Harajuku, UMG, SOU, WB

1 Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES
2 1-10 is/are vicariously liable because he/she/it has the right and ability to supervise and
3 control its own conduct and conduct of its agents concerning the integrity of CMI of
4 third-party works, including but not limited to preventing the unauthorized removal
5 and/or falsification of the CMI conveyed in connection with third-party works (*i.e.*,
6 Johnson's musical works) and to ensure proper attribution.

7 469. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams,
8 Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 is/are not
9 directly responsible for the DMCA violations above, Maraj, Harajuku, UMG, SOU, WB
10 Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES
11 1-10, failed to take reasonable measures to maintain the integrity of the CMI conveyed
12 in connection with some or all of Johnson's musical works.

13 470. To the extent either Maraj, Harajuku, UMG, SOU, WB Music, Williams,
14 Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES 1-10 is/are not
15 directly responsible for the DMCA violations above, Maraj, Harajuku, UMG, SOU, WB
16 Music, Williams, Eardrummers, Skooly, Money Mack, Dean, DDD, Bell, and/or DOES
17 1-10 has a direct financial interest in the use of some or all of Johnson's musical works.

18 **DEMAND FOR JURY TRIAL**

19 471. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff
20 hereby demands a jury trial on all issues so triable.

21 **PRAYER FOR RELIEF**

1 472. WHEREFORE, Johnson prays for judgment against all Defendants,
2 jointly and severally, and in its favor as follows:

- 3 a. For a judgment permanently enjoining and restraining Defendants and their
4 agents, servants, and employees, and all other persons acting in concert and
5 participation with Defendants or acting on their behalf, and each of them,
6 from copying or otherwise using or exploiting the infringing album, *The*
7 *Pinkprint*, *Ransom* mixtape, and the infringing work, *I Lied*, including its
8 interpolation of the Composition and/or Sound Recording;
- 9 b. For a judgment permanently enjoining and restraining Defendants and their
10 agents, servants, and employees, and all other persons in active concert and
11 participation with Defendants or acting on their behalf, and each of them,
12 to take reasonable steps to prevent third parties from using or exploiting the
13 infringing work, *I Lied*, including its interpolation of the Composition
14 and/or Sound Recording;
- 15 c. For a judgment permanently enjoining and restraining Defendants and their
16 agents, servants, and employees, all other persons acting in concert and
17 participation with Defendants or acting on their behalf, and each of them,
18 to take reasonable steps to prevent third parties from the use of Johnson's
19 other musical works contained on his hard drive;
- 20 d. For a judgment declaring that Johnson was an author of the music of *I Lied*;
- 21

- e. For a judgement ordering that Defendants publicly and prominently provide Johnson with attribution credit for his contribution to *The Pinkprint*, *Ransom*, and *I Lied*;
- f. An award of actual damages and Defendants' profits;
- g. An award for statutory damages for continued infringement;
- h. An award of statutory damages for willful infringement;
- i. An award of up to \$25,000 per violation of 17 U.S.C. § 1202(a);
- j. An award of up to \$25,000 per violation of 17 U.S.C. § 1202(b),
- k. An award of exemplary damages;
- l. An award of pre-judgment and post-judgment interest on any monetary award;
- m. An award of Johnson's costs including his reasonable attorneys' fees;
- n. An award of future royalties for all performances, sales, derivatives, and uses of *I Lied*;
- o. An award of any and all equitable relief to which Johnson may be entitled; and
- p. For such other and further relief as the Court deems just and proper.

1 Dated: January 22, 2024

Respectfully submitted,

2 /s/ Dayna C. Cooper

Dayna C. Cooper (*pro hac vice*)

3 Dayna@CooperLegalSolutions.com

COOPER LEGAL, LLC

4 1 Olympic Pl., Suite 900

Towson, MD 21204

5 Telephone: (202) 642 5470

Facsimile: (757) 257 9878

6 Laurence M. Sandell (SBN 262186)

7 lsandell@meimark.com

MEI & MARK LLP

8 P.O. Box 65981

Washington, DC 20035-5981

9 Telephone: 888-860-5678

Facsimile: 888-706-1173

10 Manni Li (SBN 273984)

11 mli@meimark.com

Mei & Mark LLP

12 9440 Santa Monica Blvd., Suite 301

Beverly Hills, CA 90212

13 Telephone: 888-860-5678 ext. 713

Facsimile: 310-564-2769

14 *Attorneys for Plaintiff, Julius Johnson*